

CACFP FISCAL YEAR 2013 INVITATION FOR BID AND CONTRACT (FORMAL SEALED BID METHOD OF PROCUREMENT)

FOR USE BY

For-Profit Agencies and Non-Profit Agencies whose total vended food costs are projected to exceed \$150,000 during the CACFP fiscal year.

It is essential to begin the process of securing food procurement contracts prior to CACFP approval. Although it is permissible for the contract year to be any twelve-month or appropriate period, sponsors should develop procurement contracts that coincide with the CACFP fiscal year, October 1, 2012 to September 30, 2013. **CACFP for-profit and non-profit sponsors must follow the formal sealed bid method of procurement if projected vended food costs with a food service management company will be over \$150,000 during the CACFP fiscal year** or if contracting for a single food item. Carefully read the attached IFB instructions on pages I-1 through I-15 regarding contract completion, advertisement, opening and award procedures. The enclosed checklist on page I-1 details the information to be submitted to and approved by the State agency.

When using the Invitation for Bid procurement method, it is important to send completed copies of required bid pages to the State agency as soon as possible. This will initiate the 4 to 6 week process and your consultant can begin to work with you on meeting all bid requirements in a timely manner (Renewing CACFP sponsors only: If the IFB Contract will not be completed before the expiration of current vending contract, sponsor may extend contract on a short term basis by completing an Addendum to CACFP Food Procurement Contract. Form is available on website). Public agencies may use their own contract. However, it remains subject to CACFP compliance and regulations [CFR 226.6 (i)].

The IFB shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods before re-bidding is required. Please check last year's approval to be sure your agency can still renew the IFB contract. If you have previously renewed the contract for four years, the entire bidding process and contract must be completed. The IFB Renewal Contract is included in the IFB as Schedule E (page 30 & 31).

IMPORTANT CHANGES:

- The threshold for using an Invitation for Bid and Contract has increased from \$100,000 to **\$150,000**. The Invitation for Bid and Contract can be used when total vended food costs are projected to exceed \$150,000 during the CACFP fiscal year (October 1 through September 30th).
- It is no longer required that a vendor have a food service license, however, **all vendors must have either a Food Safety Registration and/or Meat/Poultry Inspection License from the Ohio Department of Agriculture (ODA)** to meet CACFP vending requirements. If vendors do not already have this required registration and/or license, they should immediately contact the Ohio Department of Agriculture to begin the process of obtaining required documentation. Vendor's who are in the process of obtaining registration/license need to obtain an In-process Letter from the ODA so that the CACFP contract can be completed and approved. This ODA letter is to be provided to the CACFP sponsor to submit to with CACFP contract documents. **Failure of the vendor to obtain the required registration and/or license and failure of the CACFP Sponsor to submit such documentation to the State Agency by JANUARY 1, 2013, will result in the sponsor having to terminate the vending contract and complete a new one with a vendor that has the required ODA registration and/or license.**

Reminders:

- Sponsors must document contact with at least three qualified (eligible, able and willing to supply food/meals) potential bidders/vendor. See Documentation of Contact form on page I- 14.
- Sponsors may opt to include geographic preference as part of the contract. See page information on page I - 6 and worksheet on page I -15.
- Fluid milk served to participants 2 years of age and older must be fat-free (skim) or low fat (1%).

Procurement contracts are available for downloading on our website at: www.education.ohio.gov

Click on: Learning Conditions and Supports, Click on: Food and Nutrition, Click on: Child and Adult Care Food Program, Click on: CACFP Center-Based Component, Look under Topic: Procurement

Please contact your State consultant at 614-466-2945 or toll free at 1-800-808-6325 if assistance is needed.

**OHIO DEPARTMENT OF EDUCATION – OFFICE FOR CHILD NUTRITION
CHILD AND ADULT CARE FOOD PROGRAM**

INVITATION FOR BID (IFB) CHECKLIST

Directions: Please use this checklist to ensure that procurement procedures have been followed, required pages have been completed, and specific documentation has been sent to the State agency (SA).

SEND TO STATE AGENCY (SA) PRIOR TO DISTRIBUTION	
Sponsor Check	Invitation for Bid Documentation
	1. Public Notice of Intent to Contract: The proposed newspaper advertisement must be sent to the SA for review and approval PRIOR to publication. Please remember that the advertisement must appear in newspaper once at least 14 days before bid due date.
	2. Bid Solicitation/Response Letter: Send a completed copy of the bid solicitation/response letter for potential bidders (page I-13) to the SA for approval PRIOR to bid distribution. It is recommended that this letter be sent certified to potential bidders.
	3. Invitation for Bid and Contract: The proposed copy of the entire contract including schedules must be sent to the SA for review and approval PRIOR to distribution. Please send at least one to two weeks before anticipated publication date.

SEND TO STATE AGENCY (SA) AFTER BID OPENING	
Sponsor Check	Invitation for Bid Documentation
	1. When any of the four conditions occur, the sponsor must have its choice of vendor approved by the SA PRIOR to award of contract. A. Only one bid submitted B. Sponsor wants to award the contract to a company that is not the lowest bidder C. Procurement specifies a brand name D. A proposed contract modification changes the scope of the contract The sponsor must immediately send to the SA a letter stating why their agency proposes to award the contract to the bidder of choice along with the documentation requested in Items 2, 3, 4, 5 below.
	2. Invitation for Bid and Contract: Upon awarding the contract, the CACFP sponsor must sign on page 4, Section B, Sponsor Award of Contract on all three copies. The original copy is to be kept by sponsor, one copy sent to contractor/vendor, and one full copy (pages 1 through 29) sent to SA along with any other attachments the bidder may have included in the bid packet.
	3. Copy of contractor/bidder's current food service license if they have one. Vendors are not required to have a food service license from the Department of Health.
	4. Copy of vendor's current ODA Food Safety Registration and/or Meat/Poultry Inspection License. If vendor is in process of obtaining, submit copy of ODA In-process Letter.
	5. Copies of all other submitted bids and attachments
	6. Proof of Public Notice of Intent to Contract: After the newspaper advertisement is published, send a copy of the actual published newspaper article or a notarized form from the newspaper confirming the publication date of the advertisement.
	7. Documentation of Bid Distribution: Send a copy of the completed Documentation of Bid Distribution form (page I-14 of bid instructions). Sponsor must document that at least three qualified potential bidders were sent the bid solicitation/response letter and bid packet.
	8. Bid Solicitation/Response Letter: After the bid opening, send to the SA a copy of all letters sent to (including copies of any certified mail receipts) and any responses received from potential bidders. Any Vendor who receives a bid packet but elects not to submit a sealed bid should complete and return the response letter to the sponsor.
	9. Bidder Geographic Preference Worksheet: If sponsor is applying geographic preference as contract criteria, a completed worksheet (page I-15) must be submitted for each bidder that indicated willingness to comply with geographic preference.

IF APPLICABLE, SEND TO STATE AGENCY (SA)	
Sponsor Check	Invitation For Bid Renewal Contract
	Renewal Contract: Once the IFB process has been completed for one year, it may be renewed up to a maximum of four additional one-year periods. If both parties mutually agree, the IFB can be renewed by completing the Renewal Contract, Schedule E (page 30 & 31 of IFB) in triplicate. Send copy to SA.

FOOD PROCUREMENT REQUIREMENTS

CACFP food procurement requirements are found in 7CFR Part 226.21 and 226.22 and are summarized below.

Food Service Management Companies, 226.21 (a)

Any institution may contract with a food service management company. An institution which contracts with a food service management company shall remain responsible for ensuring that the food service operation conforms to its agreement with the State agency. All procurements of meals from food service management companies shall adhere to the procurement standards set forth in 226.22.

Procurement Standards, 226.22

- (a) This section established standards and guidelines for the procurement of goods, supplies, equipment and other goods and services. These standards are furnished to ensure that such materials and services are obtained efficiently and economically and in compliance with the provisions of applicable Federal law and Executive orders.
- (b) These standards shall not relieve the institution of any contractual responsibilities under its contracts. The institution is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into in support of the Program. These include, but are not limited to: source evaluation, protests of award, disputes, and claims. Violations of the law shall be referred to the local, State, or Federal authority having proper jurisdiction.
- (c) Institutions may use their own procurement procedures which reflect applicable State or local laws and regulations, provided that procurements made with Program payments conform to the standards set forth in this section and in Attachment O of Office of Management and Budget Circulars A-102 and A-110, as well as to procurement requirements which may be established by the State agency, with the approval of FNS to prevent fraud, waste, and Program abuse.
- (d) Institutions shall maintain a written code of standards on conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Program payments. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when:
 - (1) The employee, officer or agent;
 - (2) Any member of his immediate family;
 - (3) His or her partner; or
 - (4) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The institutions officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to subagreements. Institutions may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the institution's officers, employees, or agents, or by contractors or their agents.

- (e) The institution shall establish procurement procedures which provide that proposed procurement actions shall be reviewed by institution officials to avoid the purchase of unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine which approach would be the most economical.

- (f) Affirmative steps shall be taken to assure that small and minority businesses are utilized when possible. Affirmative steps shall include the following:
 - (1) Including qualified small and minority businesses on solicitation lists;
 - (2) Assuring that small and minority businesses are solicited whenever they are potential sources;
 - (3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation;
 - (4) Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses;
 - (5) Using the services and assistance of the Small Business Administration and the Minority Business Enterprise of the Department of Commerce as required;
 - (6) If any subcontracts are to be let requiring the prime contractor to take the affirmative steps in paragraphs 9b) (1) through (5) of this sections; and
 - (7) Taking similar appropriate affirmative action in support of women's business enterprises.
- (g) All procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition consistent with this section. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business.
 - (2) Noncompetitive practices between firms,
 - (3) Organized conflicts of interest, and
 - (4) Unnecessary experience and bonding requirements.
- (h) The institution shall have written selection procedure which shall provide, as a minimum, the following procedural requirements:
 - (1) Solicitations of offers ...
 - (2) Awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- (i) Program procurements shall be made by one of the following methods:
 - (1) Small purchase procedures ...
 - (2) Competitive sealed bids (formal advertising)...
 - (3) Competitive negotiation...
 - (4) Noncompetitive negotiation...
- (j) The cost plus a percentage of cost method of contracting shall not be used...
- (k) Institutions shall maintain records sufficient to detail the significant history of the procurement. These records shall include, but are not necessarily limited to information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.
- (l) In addition to provisions defining a sound and complete procurement contract, institutions shall include ... contract provisions or conditions in all procurement contracts and subcontracts as required by the provision, Federal Law or FNS.
- (m) Institutions shall maintain a contract administration system insuring that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

**OHIO DEPARTMENT OF AGRICULTURE
FOOD SAFETY REGISTRATION AND/OR MEAT/POULTRY INSPECTION LICENSE**

As part of the CACFP vending contract for providing food to child care centers, Head Start programs, after school programs, etc..., vendors must have either a Food Safety Registration and/or Meat/Poultry Inspection License from the Ohio Department of Agriculture (ODA). To obtain, vendors need to contact the ODA so the type of registration and/or licensure can be determined and to start the process.

It is important when contacting potential vendors that the CACFP sponsor finds out if the vendor already has the needed registration/license or if they will need to obtain in order to be in compliance with vending requirements.

Food Safety Registration

As per the ORC 3715.041, a facility (food processing establishment) must register with the ODA Division of Food Safety as a food manufacturer if the following criteria are met: they are producing food products on a routine basis for the same customer; these food products are produced at one commercial location but delivered at another location for sale or distribution. This activity cannot be covered under the local health department as a caterer as it is not 'event driven'. The registration renews every January and costs from \$50 to \$300 depending on the square footage of the facility. The main requirement to be in compliance with Good Manufacturing Practices, OAC 901:3-1.

Meat/Poultry Inspection License

Having a Meat/Poultry Inspection License means a vendor is in compliance with Chapter 918 of the ORC and any applicable parts of 9 CFR Parts 300-500. When a vendor has met all requirements for licensure (i.e. a written Sanitation Standard Operating Procedures (SSOP); a written Hazard Analysis and Critical Control Points (HACCP) program; an acceptable commercial facility; acceptable label; etc...) a license will be granted. The license renews each March and costs \$100. Inspection visits are required each day the facility produces amenable meals under the Division of Meat Inspection (DMI). If the vendor produces, delivers and serves the meals at the receiving site, they may qualify for an exemption from the DMI, however, a Food Safety Registration with the Division Food Safety, ODA, will still be required.

Exemptions

Additionally, certain meals are considered non-amenable (or exempt) from Division of Meat Inspection. Exemptions include: closed faced, traditional sandwiches; meals comprised only of cheese/dairy, seafood, or vegetables; and meals that contain less than 2% cooked meat/poultry.

If the following criteria are met, these items are considered exempt from Meat /Poultry Inspection Licensure.

Sandwiches

1. The sandwich must be closed-faced. This means that a hamburger patty that is not on the bun until it is served would have to be under Meat Inspection. If the hamburger is delivered as a closed-faced sandwich, then it would be exempt, and
2. The sandwich must be packaged and served separately from the meal. This means that if a chicken patty sandwich is on a bun and in the same box (such as in a boxed lunch), the meal would have to be inspected. If the chicken patty sandwiches are delivered, on a closed bun and wrapped separately, or are stacked in a separate pan or serving dish, and the customer picks up the sandwich separately from other menu items, then the meal is exempt.

Pizza

1. Prepared, inspected and passed in a cured or cooked form as ready-to-eat (i.e., no further cooking or preparation is necessary) in compliance with the requirements of the Act and these regulations:

- To be served in public or private nonprofit institutions, provided;

NOTE: If the agency/center is a FOR-PROFIT institution the above pizza exemption does NOT apply (in that the vendor cannot deliver and drive away nor can the pizza be picked up by center staff). In order for the vendor to be in compliance for a drop-off delivery, the pizza should not contain any meat or poultry over 2% of the total weight of the pizza. In other words, a meatless pizza such as a cheese pizza, veggie pizza or a pizza with less than 2% of meat per total weight of the pizza would be in compliance with meat/poultry inspection licensure and the vendor could deliver).

- Ready-to-eat (i.e., no further cooking or other preparation is needed, except that they may be reheated prior to serving if chilled during transport); and
- Transported directly to the receiving institution by employees of the preparing firm, receiving institution, or a food service management company contracted to conduct food service at the public or private nonprofit institution, without intervening transfer or storage (from 9 CFR 303.1(2)).

When can the vendor drop & drive and when must they be present to oversee serving of delivered food?

Vendors with a current Food Safety Registration and Meat/Poultry Inspection License **can** drop off meals/food to the site, drive away and not be present to oversee the serving of the delivered food.

Vendors that have only a current Food Safety Registration **can** drop off meals/food to the site IF the meals contain meat/poultry that is considered exempt (i.e. sandwiches and pizza per above criteria); or meals that contain less than 2% cooked meat/poultry; or if the meals do not contain meat or poultry and are comprised only of cheese/dairy, seafood, or vegetables.

Vendors that have a current Food Safety Registration but don't have a Meat/Poultry Inspection License, **cannot just drop off meals/food at a site and drive away IF the meal contains meat or poultry that is not considered exempt.** The vendor's employees or vendor trained volunteer does not necessarily have to serve the food, but must stay with the food and oversee the serving of the delivered food at the site.

If you have any questions contact the following persons at the Ohio Department of Agriculture:

Jodi Taylor
Agricultural Inspection Manager
The Ohio Department of Agriculture
Division of Meat Inspection
8995 E. Main St.
Reynoldsburg, OH 43068
taylor@agri.ohio.gov
614-728-6364 (office)
800-282-1955 (toll free)
1-800-750-0750 (TTY)
614-728-6434 (fax)

Terry Gerhardt
Assistant Chief
The Ohio Department of Agriculture
Division of Food Safety
8995 E. Main St.
Reynoldsburg, OH 43068
gerhardt@agri.ohio.gov
614-728-6250 (office)
800-282-1955 (toll free)
1-800-750-0750 (TTY)
614-644-0720

GEOGRAPHIC PREFERENCE

Section 4302 of Public Law 110-246, the Food, Conservation, and Energy Act of 2008, amended section 9 (j) of the Richard B. Russell National School Lunch Act (NSLA) to allow institutions receiving funds through the Child Nutrition Programs to apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products. "Unprocessed agricultural products" means only those agricultural products that retain their inherent character. The effects of the following handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different inherent character: cooling, refrigerating, freezing; size adjustment through size reduction made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; drying/dehydration; washing; the application of high water pressure or "cold pasteurization"; packaging (such as placing eggs in cartons) and vacuum packing and bagging (such as placing vegetables in bags); butchering livestock, fish and poultry; and the pasteurization of milk.

There is no requirement that institutions (sponsors) must purchase locally grown and locally raised agricultural products. **There is no requirement that institutions (sponsors) must apply geographic preference in their procurements of these products.**

Guidelines about Geographic Preference

- Geographic Preference applies to the unprocessed locally grown or raised agricultural product
- It is irrelevant where the bidder's business is incorporated or location of their place of business. Geographic Preference follows the agricultural product not the location of the bidder.
- Discretion to define the local area for any geographic preference is left to the institution (sponsor) responsible for the procurement contract. The sponsor is also responsible for determining if the Bidder meets the geographic preference criteria in awarding the contract and throughout the contract period. If contractor/vendor fails to meet sponsor's geographic preference criteria during the contract period, documentation must be maintained to provide justification of not renewing the contract or not awarding contract to vendor again if rebid.
- "Local" must not be defined in a way that unnecessarily limits competition

In a nutshell this means the sponsor can provide favor (preference/points) in awarding the contract if the Bidder will follow and meet the geographic preference as defined by the sponsor in the contract.

Bidder Geographic Preference Worksheet

If the sponsor decides to apply geographic preference to the procurement contract then the Bidder Geographic Preference Worksheet must be completed by the sponsor to determine which Bidder has the lowest and most responsive bid for contract award. The Bidder Geographic Preference Worksheet is on page I -15. The sponsor is to refer each vendor's submitted bid obtain the information in filling in the numbers in columns C, E, G and I. The preference points (0.5¢) are to be used to award preference to bidders willing to comply with the geographic preference criteria. In column J, the sponsor is to subtract 0.5¢ from each meal type/age group submitted Unit Price per Meal quote the sponsor listed in column G. When the total preference unit price per meal for each meal type/age group is calculated then sponsor is to calculate the total meal cost per contract. Remember the application of the preference points apply only to determining the winning bidder and does not affect the actual unit price per meal that the bidder has submitted (column G) and will be paid for meals provided.

Note: If no bidder is able to meet sponsor's geographic preference criteria for procurement, the sponsor will need to send bid packets to more vendors to solicit additional bids or decide to not apply geographic preference to the procurement contract. If the sponsor eliminates geographic preference from the contract then sponsor must contact each bidder who submitted a bid and request re-submission of price schedule on page 2 of the contract if bidder indicates that unit price per meal will change.

Ohio Department of Education – Office for Child Nutrition – Child and Adult Care Food Program Invitation for Bid and Contract Instructions

These instructions are a combination of the following regulatory requirements, federal circulars, and State agency policy.

1. Federal Legislation 7CFR Part 226: Child and Adult Care Food Program
2. Federal Circular 7 CFR Part 3016: Contains standards regulating State and local governments
3. Federal Circular 7 CFR Part 3019: Covers institutions of higher education, hospitals, and other non-profit organizations and State agency policy.

All procurement transactions regardless of whether by formal sealed bid or by informal negotiation and without regard to dollar value shall be conducted in a manner that provides maximum open and free competition [7CFR 226.22(g)]. Sponsor must retain records of all procurement activity for three years plus the current fiscal year or until all audit or review questions are finalized.

The formal sealed bid method of procurement must be used under the following conditions:

1. For-Profit Agencies and Non-Profit Agencies whose total vended food costs is projected to exceed \$150,000 during the CACFP fiscal year
2. The product or service can be completely described in the agency's bid specifications
3. The contract award can be primarily on the basis of price alone

The **Invitation for Bid (IFB) and Contract** is to be used by all CACFP sponsors to complete the bidding process and final contract when contracting with a vendor for food procurements of \$150,000 or more for for-profits and non-profit agencies during the CACFP fiscal year. The bidder will complete in Section A, numbers 9 through 14 on page 2 and certifications in Section B on pages 3 and 4 of the contract. The bidder will also submit other requested attachments as listed on page 7 of the contract.

THE FOLLOWING PAGES AND SECTIONS OF THE CONTRACT MUST BE COMPLETED BY THE SPONSOR BEFORE SENDING THE INVITATION FOR BID TO THE STATE AGENCY FOR APPROVAL AND BEFORE DISTRIBUTION TO ANY PROSPECTIVE BIDDER.

Page I-13, Bid Solicitation/Response Letter: Complete letters by retyping on agency letterhead. Sponsor is to fill in information marked with an asterisk (*) with specific data when letter and bid packet is sent to a potential bidder. A letter and bid packet is to be sent to 3 qualified potential bidders. It is highly recommended that these letters/bid packets be sent via certified mail. The sponsor must document that at least 3 qualified potential bidders were sent the letter and bid packet by completing the Documentation of Bid Distribution chart on page I-14.

Page 1, Section A, numbers 1, 2, 3, 4, 5, 6, 7: Complete information under numbers 1 through 6 regarding sponsor identification and bid opening specifics. A bid number may be assigned if applicable to your agency. The bid due date and bid opening date may be on the same date and at the same time (and as printed in newspaper advertisement). Number 7: Sponsor must check appropriate box indicating if geographic preference will be applied to the contract or not. If yes, sponsor is to insert their definition of the term "locally" and include any other criteria regarding geographic preference.

Page 2, number 8 Columns C & E. Please review the example unit price schedule and instructions on page 11 of the contract before completing number 8 columns C & D on page 2. If your agency participated in the CACFP last year, the figures entered should be based on an analysis of last year's participation. Adjust the figures to reflect the contract period of this contract. The bidder will complete the numbers 9 through 14. **Note:** Bids and meal service must be based on total cost per plate; not on costs plus percentage of cost.

Page 9 & 10, Section D, Scope of Service: Complete items A, B, C, D, E, F, G and H. Insert or check the responses that best meets your meal needs. Regarding item B, Meal Preference: Vendors with a Food Safety Registration and Meat/Poultry Inspection License can deliver meat and poultry products and drive away. They do not have to be present while the food is served. Vendors that have only a Food Safety Registration can drop-off meals if the meals contain meat/poultry that is exempt (sandwiches and pizza) or meals that contain less than 2% cooked meal/poultry or meals that are meatless and are comprised only of cheese, dairy, seafood or vegetables. Vendors that only have a Food Safety Registration cannot drop off meals and drive away if the meals contain meat or poultry that is not considered exempt.

Page 12, Section E, Number 3 a, b, & c - Pricing: a) List the time period for which you would like to be billed (such as weekly, bi-weekly, or monthly). b) Also insert payment due date preference by listing the number of days after receipt of invoice OR insert the specific date of each month when payment would be due. c) Insert the number of months after the effective date that price increases will be considered and list any conditions.

Page 13, Section E, Number 6 - Meal Orders: Insert the day of the week that meal orders will be placed for meals to be delivered the following week. Insert the numbers of hours notice, such as 2, 4, 24, or 48 hours that you will need to give the contractor to increase or decrease the number of meals ordered.

Page 14, Section F, Item B & C - General Conditions for Delivery Requirements: Complete item B by checking the ways in which your food is to be transported for delivery to your site(s). For item C, check delivery preference regarding whether or not an employee of the vendor is to be present during meal service. Note: Vendors with a Food Safety Registration and Meat/Poultry Inspection License can deliver meat and poultry products and drive away. They do not have to be present while the food is served. Vendors that have only a Food Safety Registration can drop-off meals if the meals contain meat/poultry that is exempt (sandwiches and pizza) or meals that contain less than 2% cooked meal/poultry or meals that are meatless and are comprised only of cheese, dairy, seafood or vegetables. Vendors that only have a Food Safety Registration cannot drop off meals and drive away if the meals contain meat or poultry that is not considered exempt.

Page 16, Section F, Number 9 - Emergencies: Insert the specific time the vended meal(s) will begin.

Page 19, Schedule A - Sites to be Vended: Complete the information requested about each site to be vended. When completing "Delivery Time for Each Meal," take into consideration the following: a) meal service times entered on the site sheets of the annual application; b) meal storage/holding facilities [refrigerator, stove] at each site; and c) location of sites.

The delivery schedule will affect the number of trucks and routing required of the food service management company to successfully deliver meals. The sponsor may work out exact delivery schedules with the successful bidder after contract award. Prior to contract award, it is acceptable to circulate bids containing a statement of range of hours for delivery of each meal type for the entire program. For example, the sponsor may indicate in the Invitation for Bid that "Lunch must be delivered to sites between 10:00 a.m. and 1:00 p.m. The exact schedule for each site will be mutually agreed upon by the sponsor and successful bidder after the contract is awarded." If this option is chosen, the exact delivery time(s) for each site must be entered on Schedule A, Column 8 before program operation begins. An amended copy must be filed with the State agency. When completing Column 9, "Beginning and Ending Dates of CACFP Operation at Sites," remember that if your site closes for specific breaks or for the summer, the dates should reflect program operation. For example: October 1, 2012 through May 31, 2013, and August 22 through September 30, 2013.

Page 21, 22, and 23 – Menu Cycle Developed by Sponsor: At least a 10-day menu cycle must be completed by the sponsor and sent as part of the Invitation For Bid to the State agency for approval prior to distribution to prospective bidders. **Menus** for all **meal types** to be vended must be included. Menus must be written on the menu forms included in the bid packet. Refer to the menu requirements on page 20 for specific directions and reminders. **Reminder: Plan menus that are in agreement with the meal preference choice that you selected on contract page 9, Scope of Services, item B and the meal delivery preference that you're selected on contract page 14, General Conditions, item C.**

Page 30 & 31, Schedule E - Renewal Contract: The IFB contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods. For example: A contract signed for fiscal year 2013 (beginning October 1, 2012) can be renewed for fiscal year 2014, 2015, 2016 and 2017. The sponsor would need to complete the formal sealed bid process (IFB) again for fiscal year 2018 (beginning October 1, 2017). If a renewal of the IFB is not mutually agreed upon by both parties, then the sponsor must follow the IFB formal sealed bid method for obtaining food procurement.

BID PROCEDURES

Notification of State Agency

Invitations for Bid must be reviewed and approved by the State agency before being sent to potential Food Service Management Companies. Child and Adult Care Food Program regulations require that the sponsor notify the State agency, in writing, of the date, place, and hour of the bid opening at least 14 days before the bid opening.

Public Notice of Intent to Contract

The sponsor must give public notice of its intent to contract by advertising in the local newspaper with the largest circulation. If the program will be operating in a city with a population of less than 100,000, the sponsor should also advertise in the largest paper in the nearest city of this size. These suggestions are intended to promote maximum competition for the contract. **The advertisement must be published ONCE at least 14 calendar days before the bid opening. The advertisement may be published more than once if the sponsor wants to. However, if the due date for bid is before the opening date, there must be at least 14 calendar days between the advertisement and the due date.**

The public notice on intent to contract must include:

1. Name, address, telephone number of sponsoring organization.
2. Public bid opening date, place, and time.
3. Due date for receipt of bids if different from the public bid opening date.
4. Proposed dates of operation -- beginning and ending dates, total days of operation.
5. Types of meals and estimated number to be served daily; proposed number of sites.
6. General location where program will operate.

If the IFB is for multi-sites, the sponsor may include a statement that the bidder may bid on one or all sites. **A copy of the advertisement must be sent to the State agency for review and approval before it is published locally.** The sponsor must document telephone requests and must maintain documentation of written requests for the packet. The Documentation of Bid Distribution form (I-14) is included for such documentation.

The following are two samples of Public Notice of Intent to Contract advertisements.

SAMPLE ADVERTISEMENT I:

The XYZ Day Care Center is sponsoring meals for day care participants through the Ohio Child and Adult Care Food Program. Lunch will be provided and shall meet the following requirements according to U.S. Department of Agriculture standards:

Lunch	Milk	-	one serving
	Meat	-	one serving
	Fruit and/or Vegetable	-	total of two servings
	Bread	-	one serving

A daily average of 100 meals will be served at the XYZ Day Care located at 9473 Main Street, Ashland, Ohio. Service is excluded on the six major holidays plus November 23, 2012, December 24, 2012 and March 29, 2013. The total number of days is 252, Monday through Friday from October 1, 2012 through September 30, 2013.

Interested vendors should contact Della Smith at 216-889-5566 for a copy of the Invitation for Bid and specifications. Sealed bids must be submitted by 10:00 a.m. on September 12, 2012, to the XYZ Day Care, 9473 Park Street, Ashland, Ohio 48634. A public bid opening will be held at 10:00 a.m. on September 12 at the same location.

SAMPLE II:

The ABC Day Care is sponsoring meals through the Ohio Child and Adult Care Food Program for day care participants at their Oak Hill, Portland, and Germantown sites. Breakfast, lunch and snacks will be provided at all three sites and will meet the following requirements according to U.S. Department of Agriculture standards.

- | | | |
|--|------------------------|-------------------------|
| Breakfast | Milk | - one serving |
| | Bread | - one serving |
| | Fruit or Vegetable | - one serving |
| Lunch | Milk | - one serving |
| | Meat | - one serving |
| | Fruit and/or Vegetable | - total of two servings |
| | Bread | - one serving |
| Snack (select two of the four components) | Milk | - one serving |
| | Meat | - one serving |
| | Fruit or Vegetable | - one serving |
| | Bread | - one serving |
| | | |

A daily average of 210 meals will be served at the site located at 1010 Hickory Drive, Oak Hill, OH., 45678; a daily average of 125 meals at the site located at 138 North St. Portland, OH., 46732; and a daily average of 50 meals at the site located at 6944 Park St., Germantown, OH., 45461. Service is excluded on the six major holidays. Total number of meal service days is 255, Monday through Friday, October 2011 through September 2012. Bids may be submitted for one or all sites.

Interested vendors should contact R.B. Smith at 415-232-4444 for a copy of the Invitation for Bid and specifications. Sealed bids must be submitted by 3:00 p.m. on September 14, 2012, to the ABC Day Care, 1010 Hickory Drive, Oak Hill, OH 45678. A public bid opening will be held at 12:30 p.m. on September 14 at the same location.

Bid Solicitation/Response Letter

When completing the formal sealed bid method of food procurement, sponsors must make every effort to solicit bids since the Ohio CACFP does not issue a formal bidders' list. In addition to printing the bid advertisement in the newspaper, the sponsor also needs to mail the bid solicitation/response letter and IFB to at least three qualified potential bidders and preferably, to as many known potential bidders as possible. For information and documentation purposes, the sponsor must attach a completed bid solicitation/response letter (sample on page 1-13) to each IFB that is distributed to a potential bidder. It is recommended that bid solicitation letters and bid packets be sent certified to potential bidders. Completed letters must be sent to the State agency with the IFB for approval prior to any distribution.

If the potential bidder decides to not submit a bid, he/she is requested to complete the bottom of the bid solicitation/response letter and return it to the sponsor. The sponsor may find it necessary to remind the potential bidder after the bid opening to return this letter.

Copies of all bid solicitation/response letters (and certified mail receipts) sent by the sponsor and returned by potential bidders are to be sent to the State agency after the contract has been awarded.

Documentation of Bid Distribution

The sponsor must distribute bid the solicitation letter and copy of IFB to at least three qualified vendors (see definition below) and document by completing the Documentation of Bid Distribution chart that is on page I-14.

Qualified means: eligible, able and willing to supply the item (food/meal) or service.

- ELIGIBLE means the potential vendor can meet required licensing or certification requirements and there are not conflicts of interests or other constraints.
- ABLE means the potential vendor can fulfill the sponsor's requirements.
- WILLING means the potential vendor has a bona fide interest in obtaining the sponsor's business/vending contract.

After the bid opening and the awarding of the contract, sponsor must send a copy of the completed Documentation of Contact chart to the State agency along with copy contracts and other requested documentation (See checklist on page I-1) .

Bid Opening

Receipt of bids: All bids received prior to the bid opening must be kept sealed and in a secure place. Bids received after the bid due date or bid opening date must be returned unopened to the bidders. See the exceptions outlined in the Invitation for Bid and Contract, page 8 & 9, numbers 10 & 11.

Bid Opening: Bid openings are conducted publicly. The person conducting the bid opening unseals the bids one-by-one performing the following tasks:

1. Read aloud the name of bidder.
2. Check off the following required documents and attachments, announcing each are present. If any attachments are missing, state the bid cannot be considered:
 - a. Invitation for Bid and Contract (entire packet of 29 pages)
 - b. Copy of current Ohio Department of Agriculture Food Safety Registration and/or Meat/Poultry Inspection License for facilities where the bidder will prepare program meals.

Note: A sponsor may require bidders to submit with their bids a list of past sponsors including names, addresses, and telephone numbers with whom they previously contracted for Child and Adult Care Food Program meals.

3. Read aloud the total estimated bid (a calculator may be helpful). After all bids have been read, the official conducting the bid opening announces, "The lowest bid appears to be ... A contract will be awarded to the lowest bidder who is most responsive and responsible and meet all the terms of this contract."

Contract Award

Contract award criteria is to be based on the lowest price of the most responsive and responsible vendor. 'Responsive' bidders are those whose bids/quotes conform to all of the terms, conditions and requirements of the Invitation For Bid Contract.

If the sponsor has geographic preference to the contract, the sponsor must examine the bid contract regarding the bidder response to comply with the geographic criteria (Section A, page 2, number 9 of the contract). If the bidder has indicated a "Yes" response then sponsor will need to complete the Bidder Geographic Preference Worksheet (See page I – 15). Follow the directions on the worksheet to determine the lowest bid with preference points (.05 ¢) applied. The application of the preference points apply only to determining the winning bidder and does not affect the actual unit price per meal that the vendor has submitted and will paid for meals provided.

A contract award will not be announced until the contracting agency has had time to examine the low bid for responsiveness to the Invitation for Bid and to determine that the low bidder is a responsible firm.

When any of the following four conditions occur, the sponsor must have its choice of Food Service Management Companies approved by the State agency before award of contract:

1. Only one bid is submitted
2. Sponsor wants to award the contract to a company that is not the lowest bidder
3. Procurement specifies a brand name
4. A proposed contract modification changes the scope of the contract.

The sponsor must immediately send to the State agency copies of all bids received with all attachments and a complete list (recommend using the Documentation of Bid Distribution chart) of the vendors that were sent the Invitation for Bid and Contract, regardless of whether each actually submitted a bid. The sponsor must also send a letter stating why the agency proposes to award the contract to the bidder of its choice.

Sponsors requiring prior approval from the State agency before awarding a contract must wait for notification before granting contract award.

The sponsor awards the contract by completing the Invitation for Bid and Contract, Section B, page 4, Award of Contract of all three copies submitted by the bidder. The contract needs to be signed by the sponsor's authorized representative, which is the individual that is authorized to commit the agency to legal and binding agreements. Retain the original copy for the sponsor's files and return one completed copy of the contract to the vendor, one to the State agency with all of the required documents as listed on the IFB checklist on page I – 1 .

SAMPLE BID SOLICITATION/RESPONSE LETTER

(Directions: Prior to distribution, insert information in italics and send copy to the State agency with your IFB packet for approval. Print letter on your agency letterhead. Asterisks (*) indicate information to be completed once IFB packet is requested by potential bidder. **This letter is to be sent with IFB packet to at least three qualified potential bidders.**)

(Date *)

(Potential Bidder Name*)
(Address*)
(City, State, Zip*)

Dear (Potential Bidder Name*):

The _____ (*name of your organization*) will be accepting sealed bids for _____ (breakfast, lunch, supper, snack) meals. Attached is a copy of the Invitation for Bid and Contract for a contract period beginning _____ (mo./day/yr.) and ending on _____ (mo./day/yr.).

All bidders/vendors are required to have a Food Safety License and/or Meat/Poultry Inspection License from the Ohio Department of Agriculture. Any bidder which is awarded this contract must agree to adhere to the specifications and conditions stated in the Invitation for Bid and Contract. If you wish to submit a bid for the preparation and delivery of meals for this program, please read the attached contract thoroughly and complete the following contract sections:

1. Page 2, Section A, Number 8 Column G & I and Numbers 9 through 14
2. Page 3, Section B, check the appropriate box and sign and date
3. Page 4, Section B, sign and date certification statement and bidder submission of bid certification

Three completed copies of the entire bid packet are to be submitted along with a copy of current catering license and if applicable, a copy of current certification of Federal or State meat inspection. Bids will be received at _____ (*address where bids are to be returned*) until _____ (*date and time of bid due date*). The bid opening will be conducted on _____ (*date*) at _____ (*time*).

The _____ (*name of your organization*) reserves the right to reject any and all bids, to waive any informality in bidding, and to award the contract in its best interest. If you have any additional questions regarding the Invitation for Bid and Contract, please contact _____ (*name and phone number of contact person*).

If you choose not to submit a bid for this contract, please complete the bottom of this page and return this letter to the address above.

Sincerely,

(Name)
(Title)

POTENTIAL BIDDER RESPONSE: Complete below and return entire letter to agency if not submitting a bid.

The _____ declines to submit a bid for meal service for your agency.
(Name of Food Service Management Company)

(Signature of Vendor's Authorized Representative)

(Date)

INVITATION FOR BID DOCUMENTATION OF BID DISTRIBUTION

Directions: Sponsor must document that at least three qualified (able and willing to supply food/meals) potential bidders were sent bid solicitation/response letter and bid packet. Return completed form to State agency along with completed contract and other required documentation. Copy if additional pages are needed.

NAME ADDRESS PHONE/FAX OF POTENTIAL BIDDER/VENDOR	If Applicable, DATE Vendor Requested Bid Packet	MATERIAL SENT	Did Vendor Submit a Bid? Yes or No	If no bid, Date Bid Solicitation Response Letter Received from Vendor	Indicate if Vendor is Qualified to Vend as defined in Contract Instructions (page I-11)						COMMENTS
		DATE Bid Solicitation/ Response Letter and IFB Contract Sent to Potential Bidder/Vender			Eligible		Able		Willing		
					Yes	No	Yes	No	Yes	No	

BIDDER GEOGRAPHIC PREFERENCE WORKSHEET

Sponsor is to complete this worksheet ONLY if applying Geographic Preference as criteria in awarding the CACFP IFB and Bidder has indicated willingness to meet such criteria regarding applicable food procurement.

DIRECTIONS: Complete one worksheet per bidder that has indicated willingness to meet geographic preference criteria.

- Referring to page 2 of the bid contract submitted by the bidder, fill in the information in columns C, E, G and I on the chart below for each meal type/age group for which meals will be vended.
- To complete Column J, subtract 0.05 ¢ (considered the preference points) from the Unit Price per Meal listed in Column G. Do this for each meal type/age group for which meals will be vended.
- To complete Column K, multiply Column C times Column E times Column J. Do this for each meal type/age group for which meals will be vended.
- Compare each completed bidder geographic preference worksheet to determine the bidder with the lowest Total Estimated Bid with Geographic Preference Applied (Column K bottom, Total Estimated Bid)
- Award contact to the bidder with the lowest most responsive bid with geographic preference applied.
- NOTE: The application of the preference points/cents in Column J apply only to determining the winning bidder and does not affect the actual unit price per meal that the bidder has submitted and will paid for meals provided (Column G).
- Submit each completed Bidder Geographic Preference Worksheet to the State agency with the signed IFB contract and other required documentation.

NAME BIDDER:										
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K
Type of Meal	Age Group	Estimated Total Number of Meals per Day	X (Multiplied by)	Estimated Total No. Days to be Vended per Contract	X (Multiplied by)	Unit Price per Meal	= (Equals)	Estimated Total Meal Cost per Contract	Unit Price Per Meal (Column G) if Geographic Preference Points Applied (Minus .05 ¢)	Estimated Total Meal Cost per Contract with Geographic Preference Applied (C x E x J)
		EXAMPLE 50	EXAMPLE X	EXAMPLE 255	EXAMPLE X	EXAMPLE \$ 1.25	EXAMPLE =	EXAMPLE \$ 15,937.50	EXAMPLE \$ 1.20	EXAMPLE \$ 15,300
Breakfast	Child (1-5 yr.)		X		X		=	\$		
Breakfast	School Age		X		X		=	\$		
Breakfast	Adult		X		X		=	\$		
AM Snack	Child (1-5 yr.)		X		X		=	\$		
AM Snack	School Age		X		X		=	\$		
AM Snack	Adult		X		X		=	\$		
Lunch	Child (1-5 yr.)		X		X		=	\$		
Lunch	School Age		X		X		=	\$		
Lunch	Adult		X		X		=	\$		
PM Snack	Child (1-5 yr.)		X		X		=	\$		
PM Snack	School Age		X		X		=	\$		
PM Snack	Adult		X		X		=	\$		
Supper	Child (1-5 yr.)		X		X		=	\$		
Supper	School Age		X		X		=	\$		
Supper	Adult		X		X		=	\$		
Eve Snack	Child (1-5 yr.)		X		X		=	\$		
Eve Snack	School Age		X		X		=	\$		
Eve Snack	Adult		X		X		=	\$		
Total Estimated Bid									\$	\$

**OHIO DEPARTMENT OF EDUCATION
OFFICE FOR CHILD NUTRITION
CHILD AND ADULT CARE FOOD PROGRAM**

**INVITATION FOR BID AND CONTRACT
(FORMAL SEALED BID METHOD OF PROCUREMENT)**

For

**FISCAL YEAR 2013
(October 1, 2012 to September 30, 2013)**

9/2012

INVITATION FOR BID AND CONTRACT

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**INVITATION FOR BID AND CONTRACT
(Formal Sealed Bid Method of Procurement)**

SECTION A

This document contains an invitation to bid for the furnishing of meals (unitized if applicable) to be served to children participating in the Child and Adult Care Food Program established by the United States Department of Agriculture (7CFR Part 226) and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and the sponsor. *The individual signing as the authorized representative must be authorized to commit the agency to legal and binding agreements.* The State agency does not in any way become a party to any contract between a sponsor and a bidder. The sponsor has full responsibility for seeing that the terms of the contract are fulfilled. The State agency has no involvement with the enforcement of the contract; however, payment can be denied for all meals received under an invalid contract. It is preferred that the sponsor develop procurement contracts that coincide with the CACFP fiscal year of October 1 through September 30 but it is permissible for the contract year to be any 12-month or appropriate period.

SPONSOR (complete numbers 1 through 8 E)	2. Bid Number (if applicable)
1. Name of Institution	3. Bid Due Date Time
Street Address	4. Bid Opening Date Time
City State Zip	Bid Submission and Opening Location
Telephone Fax	5. Contract Commencement Date
Contact Person	6. Contract Expiration Date

GEOGRAPHIC PREFERENCE

7. No Sponsor will not apply geographic preference as criteria in awarding this CACFP IFB
- Yes Sponsor will give bid award preference points to vendor if geographic preference is used by vendor in procuring unprocessed locally grown or locally raised agricultural products (see explain at bottom of page). The application of the preference points apply only to determining the winning bidder and does not affect the actual unit price per meal that the vendor has submitted and will paid for meals provided.

If yes, the Sponsor must establish and list below any geographic preference criteria and their definition for the term "locally" in regards to the vendor's procurement of unprocessed locally grown or locally raised agricultural products. Note: Criteria and definition must not be established or defined in a way that unnecessarily limits competition.

It is the Sponsor's responsibility to determine if throughout the course of this contract that the Vendor has complied and met the geographic preference criteria and definition as stated above.

Unprocessed agricultural products" means only those agricultural products that retain their inherent character. The effects of the following handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different inherent character: cooling, refrigerating, freezing; size adjustment through size reduction made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; drying/dehydration; washing; the application of high water pressure or "cold pasteurization"; packaging (such as placing eggs in cartons) and vacuum packing and bagging (such as placing vegetables in bags); butchering livestock, fish and poultry; and the pasteurization of milk.

SECTION A continued

8. Price Schedule		Sponsor Complete		Sponsor Complete		Bidder Complete		Bidder Complete
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
Type of Meal	Age Group	Estimated Total Number of Meals per Day	X (Multiplied by)	Estimated Total No. Days to be Vended per Contract	X (Multiplied by)	Unit Price per Meal	= (Equals)	Estimated Total Meal Cost per Contract
Breakfast	Child (1-5 yr.)		X		X		=	\$
Breakfast	School Age		X		X		=	\$
Breakfast	Adult		X		X		=	\$
AM Snack	Child (1-5 yr.)		X		X		=	\$
AM Snack	School Age		X		X		=	\$
AM Snack	Adult		X		X		=	\$
Lunch	Child (1-5 yr.)		X		X		=	\$
Lunch	School Age		X		X		=	\$
Lunch	Adult		X		X		=	\$
PM Snack	Child (1-5 yr.)		X		X		=	\$
PM Snack	School Age		X		X		=	\$
PM Snack	Adult		X		X		=	\$
Supper	Child (1-5 yr.)		X		X		=	\$
Supper	School Age		X		X		=	\$
Supper	Adult		X		X		=	\$
Eve Snack	Child (1-5 yr.)		X		X		=	\$
Eve Snack	School Age		X		X		=	\$
Eve Snack	Adult		X		X		=	\$
(Child ages 1 – 5 yrs. based on meal pattern portion sizes for ages 3 – 5 yrs.)							Total Estimated Bid	\$

BIDDER (Complete number 8, Columns G & I in chart above, and numbers 9 through 14)

9. Yes No Vendor agrees to meet geographic preference criteria and Sponsor definition as stated above during this contract period.

10. PROMPT PAYMENT DISCOUNT of _____% for payment within _____days.

11. Yes, this bid covers ALL sites as listed in this contract.
 No. If no, bidder may bid on one or all sites if this a multi-site contract only if the sponsor has indicated such in the Public Notice of Intent to Contract advertisement. List specific site names and locations:

12. Yes No The bidder will have an employee present at the center(s) during the serving of the meal/snack.

13. Answer only if providing meals for an Adult Day Care sits(s).
 Yes No Does bidder receive Title III – C funds for meals provided in this contract?

14. Are the following documents attached? (check if yes)
 ____Food Service License (not required), ____Food Safety Registration, ____Meat/Poultry Inspection License

SECTION B

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND NON-COLLUSION

BIDDER:

- A. By submission of this bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:
 - 1. The prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition or to any matter relating to such prices with any other bidder or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor;
 - 3. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition;
 - 4. The bid of this organization is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

- B. Each person signing this contract on behalf of the bidder certifies that: (INDICATE WHICH IS APPLICABLE)
 - 1. He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, will not participate, in any action contrary to (A)(1) through (A)(4) above.

 - 2. He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(4) above and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(4) above.

- C. A Certification of Clean Air and Water Practices must also be completed by any bidder whose bid exceeds \$150,000 in anticipated program payments or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$150,000 or a facility to be used has been the subject of a conviction under the Clean Air Act [42 USC 1856C-8(c)(1)] or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or is not otherwise exempt.
 - 1. Any facility to be utilized in the performance of this contract (check one) _____ has _____ has not been listed on the Environmental Protection Agency List of Violating Facilities.
 - 2. He/she will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, US Environmental Protection Agency, indicating that any facility which he/she proposed to use for the performance of the contract is under consideration to be listed on the EPA list of violating facilities.
 - 3. He/she will include substantially this certification in every non-exempt subcontract.

- D. To the best of my knowledge, this vending organization, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

**Signature of
Authorized Representative, Bidder**

Title

Date

SECTION B continued

BIDDER

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

NOTE: Lower tier participant refers to bidder/vendor

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, **Federal Register** (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

Contracts equal to or greater than the \$150,000 threshold require this signed certification statement from all responsive bidders. Completion of this certification statement is also highly recommended for all contracts under \$150,000.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BIDDER: BEFORE COMPLETING CERTIFICATION BELOW, READ INSTRUCTIONS ON PAGE 5.

Signature of Authorized Representative, Bidder	Title	Date

BIDDER SUBMISSION OF BID CERTIFICATION

By submission of this bid, the bidder certifies that, in the event he/she receives the contract award under this solicitation, he/she shall operate in accordance with all applicable, current program regulations. This contract shall be in effect for one year and may be renewed by mutual agreement with option to renew yearly, not to exceed four additional years

Name of Bidder	
Mailing Address	
Street Address (if different from mailing)	
Telephone	Fax
Print or Type Name of Authorized Representative, Bidder	Signature of Authorized Representative, Bidder (in ink)
Title	Date

SPONSOR: AWARD OF CONTRACT (sponsor complete this part upon awarding the contract)

In accepting this bid and awarding this contract, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which may have jeopardized the independence of the bid referred to above.

Print or Type Name of Authorized Representative, Sponsor	Signature of Authorized Representative, sponsor (in ink)
Title	Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above in accordance with these instructions.
2. The certification in this clause is a material representative of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted, if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SECTION C: INSTRUCTIONS TO BIDDERS

1. Definitions

As used herein:

- (a) **"Aggregate"** When procurements aggregate (add up) to more than \$150,000 for for-profit agencies and non-profit agencies, formal sealed bidding methods must be used to obtain a vendor. It is, therefore, important to define an "aggregate procurement" so that State agencies (SAs) and local agencies (LAs) know when formal methods must be employed and when less formal methods are appropriate. Beyond this, the issue is important in that aggregating and the use of formal procurement methods are widely recognized means of lowering per unit costs and making maximum efficient use of funds.

An aggregate procurement is the sum total of goods or services which can logically be purchased from one vendor during one year (either program, fiscal, or calendar year). As an example for non-profit agencies, a sponsor may be able to project from past years' usage that it will require roughly \$35,000 worth of canned vegetables, \$55,000 worth of canned fruits, and \$61,000 of canned fruit juices during a year. If commercial distributors are available from whom the full range of canned products could be purchased, the sponsor should aggregate all its canned goods needs into one bid contract.

The requirement to aggregate goods on a yearly basis applies to all services where annual needs can be anticipated such as all staples, nonperishable foods, nonfood goods and supplies, and items purchased by standing order (such as milk or ice cream). This requirement does not apply, however, in the case of fresh produce, meat, or frozen goods which, due to their perishability and/or rapid market fluctuations, are necessarily purchased more frequently. However, if in the course of purchasing a perishable item on a weekly, monthly, or bi-monthly basis, the perishables aggregate to more than \$150,000 for that period, they too should be formally procured through formal sealed bidding or competitive negotiation.

Please note that any attempt to divide an aggregate procurement unnecessarily is a violation of the intent of Federal procurement regulations and may result in the disallowance of claims for reimbursement. The only exception to this rule is the division of aggregate purchases for the purpose of encouraging the participation of small, minority, or other disadvantaged businesses.

- (b) **"Bid"** means the bidder's offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- (c) **"Bidder"** means a food service management company submitting a bid in response to the Invitation for Bid.
- (d) **"Contractor"** means a successful bidder who is awarded a contract by a sponsor under the Child and Adult Care Food Program under the U.S. Department of Agriculture.
- (e) **"Food Safety Registration"** As per the ORC 3715.041, a facility (food processing establishment) must register with the ODA Division of Food Safety as a food manufacturer if the following criteria are met: they are producing food products on a routine basis for the same customer; these food products are produced at one commercial location but delivered at another location for sale or distribution. This activity cannot be covered under the local health department as a caterer as it is not 'event driven'. The registration renews every January and costs from \$50 to \$300 depending on the square footage of the facility. The main requirement to be in compliance with Good Manufacturing Practices, OAC 901:3-1.
- (f) **"Food Service Management Company"** in this Invitation for Bid and Contract means any commercial enterprise or nonprofit organization which contracts with the sponsor to manage any aspect of the food service. Reference to food service management company in this Invitation for Bid and Contract shall include contractors who contract with a sponsor to prepare unitized meals with or without milk.
- (g) **"Geographic Preference"** means sponsors receiving funds through the Child Nutrition Programs may apply an optional geographic preference in the procurement of "unprocessed locally grown or locally raised agricultural products".
- There is no requirement that sponsors must purchase locally grown or locally raised agricultural products.
 - There is no requirement that sponsors must apply geographic preference in the procurement of these products
 - It is irrelevant where the vendor's business is incorporated or location of their place of business. Geographic preference follows the agricultural product not the location of the bidder/vendor.
 - Discretion to define the local area for any geographic preference is left to the sponsor responsible for the procurement contract.
 - The sponsor is also responsible for determining if the Vendor meets the geographic preference criteria in awarding the contract and throughout the contract period.
 - "Local" must not be defined in a way that unnecessarily limits competition.
 - "Unprocessed agricultural products" means only those agricultural products that retain their inherent character. The effects of the following handling and preservation techniques shall not be considered as

changing an agricultural product into a product of a different inherent character: cooling, refrigerating, freezing; size adjustment through size reduction made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; drying/dehydration; washing; the application of high water pressure or "cold pasteurization"; packaging (such as placing eggs in cartons) and vacuum packing and bagging (such as placing vegetables in bags); butchering livestock, fish and poultry; and the pasteurization of milk.

- (h) **"Invitation for Bid"** referred to as IFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this program, the IFB becomes the contract upon acceptance by the sponsor.
- (i) **"Meat/Poultry Inspection License"** means vendor is in compliance with Chapter 918 of Ohio Revised Code and any applicable parts of 9 CFR parts 300 -500 concerning meat/poultry inspection license. If meeting these standards, the vendor would have a current meat/poultry inspection license signifying compliance. The menus and delivery procedures of food are affected if vendor does or does not have a meat certification. Note: Vendors with a Food Safety Registration and Meat/Poultry Inspection License can deliver meat and poultry products and drive away. They do not have to be present while the food is served. Vendors that have only a Food Safety Registration can drop-off meals if the meals contain meat/poultry that is exempt (sandwiches and pizza) or meals that contain less than 2% cooked meal/poultry or meals that are meatless and are comprised only of cheese, dairy, seafood or vegetables. Vendors that only have a Food Safety Registration cannot drop off meals and drive away if the meals contain meat or poultry that is not considered exempt.
- (j) **"Responsive"** For a bid to be considered responsive, it should offer a product which does not substantively deviate from the requirements of the IFB. All terms of the IFB, including price, expected quantities, delivery schedule, and quality must be considered minimum requirements, and any attempt to modify these minimum requirements (e.g., for a bidder to offer twice-a-week delivery rather than the daily delivery required in the IFB) would make the bid non-responsive. Furthermore, any attempt to make the bid price conditional or contingent upon other factors would make the bid non-responsive unless contingent bids had been authorized in the IFB.
- (k) **"Responsibility"** Assessment of a bidder's responsibility should be relatively easy in the case of local bidders and procurement of standard products or services. If a contracting agency anticipates receiving bids from a large number of non-local bidders or if the procurement is for highly complex or technical goods or services, the IFB should probably request that bidders submit with the bids proof of their fiscal stability and/or their ability to provide the products or services required.
- (l) **"Sponsor"** means the contracting agency which issues this IFB.
- (m) **"Unitized Meal"** means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk. The State agency may approve other exceptions to the unitized meal (i.e. separate hot/cold packs or separate delivery of juice).

- 2. Bidders and Submission of Bids: Failure to comply with any of the below shall be reason for rejection of bid.**
- (a) **Bidders are required to have a Food Safety Registration with the Ohio Department of Agriculture (ODA) Division of Food Safety and/or Meat/Poultry Inspection License with the ODA Division of Meat Inspection. Bidders with a Meat/Poultry Inspection License are to be in compliance with Chapter 918 of Ohio Revised Code and any applicable parts of 9 CFR parts 300-500.**
 - (b) **Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so will be at the bidder's risk.**
 - (c) **Bidders must complete the following information in the bid packet:**
 - 1. **Page 2, Section A, number 8 Column G & I and numbers 9 through 14**
 - 2. **Page 3, Section B, check the appropriate box and sign and date**
 - 3. **Page 4, Section B, sign and date certification statement and bidder submission of bid certification**
 - (d) **Bidders must submit the following attachments with the completed bid packet.**
 - 1. **A copy of bidder's current food service license if have one.**
 - 2. **A copy of ODA Food Safety Registration and/or ODA Meat/Poultry Inspection License.**
 - (e) **All pages (29) of the Invitation for Bid and Contract packet and attachments must be completed and submitted in triplicate. If accepted, this IFB will become the contract. One copy of the signed contract will be sent from the sponsor to the successful bidder as a notice of award. One copy to be sent to the State agency. One copy is to be marked "original." It will be kept by the sponsor and will be the governing document if there is a discrepancy among documents. No changes are allowed in the specifications or general conditions of the bid packet. Erasures must be initialed by the bidder before submitting the packet.**

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc. must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to the prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB if such information is necessary to bidders in submitting bids on the IFB or if the lack of such information would be prejudicial to uninformed bidders.

4. Acknowledgment of Amendments to IFB's

Receipt of an amendment to an IFB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

5. Discounts

Prompt payment discounts offered to the sponsor for payment made in less than twenty calendar days will not be considered in evaluating bid offers for award of contract. However, offered discounts of less than twenty days will be accepted if the sponsor makes payment within the discount period.

6. Multi-site Locations

If the sponsor has specified in the Public Notice of Intent to Contract advertisement, the bidder may bid on one or all of the sites listed. The bidder must complete information on page 2, Section A, number 11 to indicate the sites for which the bid is submitted.

7. Bidders Having Interest in More Than One Bid

If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

8. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the IFB of the sponsor no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.

9. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error.

10. Award of Contract

- (a) The contract will be awarded to that responsive and responsible bidder (see definitions) whose bid conforms to the IFB which will be most advantageous to the sponsor, kind and quality of meals, price and other factors considered. Consideration to be given to such matters as vendor integrity, compliance with public policy, record of past performance and financial and technical resources.
- (b) The sponsor reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the program and to waive informalities and minor irregularities in bids received.
- (c) The sponsor reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder when investigation shows bidder is not in a position to perform the contract.
- (d) The sponsor reserves the right to accept any bid within 30 days from the date of bid opening.

11. Late Bids, Modification of Bids or Withdrawal of Bids

- (a) Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).

- (b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or his/her authorized representative, provided his/her identity is made known and he/she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- (c) The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawals sent either by registered or certified mail is the U.S. Parcel Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Parcel Service.)
- (d) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the sponsor will be considered at any time it is received and may be accepted.

12. Renewal of Contract

- (a) Renewal Contract for the Invitation for Bid and Contract is attached as Schedule E.
- (b) **This contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.** For example: A contract signed for fiscal year 2013 (beginning on October 1, 2012) can be renewed for fiscal year 2014, 2015, 2016 and 2017. The sponsor would need to complete the formal sealed bid process (IFB) again for fiscal year 2018 (beginning October 1, 2017).
- (c) It is recommended that any re-negotiation of price charged to the sponsor cannot exceed the Consumer Price Index for all Urban Consumers (CPI-U), U.S. base, for food away from home, as computed and published by the U.S. Department of Labor for the most recent twelve-month period for which CPI data are available.
- (d) The Renewal Contract is subject to approval by the Ohio Department of Education, Office for Child Nutrition, Child and Adult Care Food Program.
- (e) The Renewal Contract is to be completed in triplicate. The original is to be kept on file by the sponsor, a copy sent to the Contractor and a copy sent to the State agency with the annual CACFP Application Renewal.

13. Nondiscrimination

The Vendor is advised that a complaint can be filed with USDA if he or she believes there was discrimination by the State or institution in the contracting process. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (866)632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800)877-8339; or (800)845-6136 (Spanish). USDA is an equal opportunity provider and employer.

SECTION D: SCOPE OF SERVICES

- A. Meal(s) are to be delivered by the contractor in **(insert: bulk or unitized)** _____ form to locations as indicated on Schedule A, attached hereto and made a part hereof, subject to the terms/conditions of this solicitation.
- B. **Meal Preference:** The sponsor would like to receive vended meals that **(check one):**
 _____ Consist of hot and/cold meals that contain only meat/protein food items that are exempt from meat/poultry inspection licensure such as closed faced, traditional sandwiches; meals comprised only of cheese, dairy, seafood, or vegetables; and meals (pizza) that contain less than 2% cooked meat/poultry.
 _____ Consist of hot and/or cold meals that contain meat/protein food items that are not exempt from meat/poultry inspection licensure.
- C. Contractor agrees to deliver meals **(insert: inclusive or exclusive)** _____ of milk to locations listed in Schedule A.
- D. The contractor is to provide the sponsor with any special food/diets listed below or on Schedule B menu forms. Special foods/diets include **(insert: N/A if none):** _____

- E. Sponsor requests the following items to be delivered with meals: **(check all that apply)**
 Condiments Straws Napkins Single Service Ware
 Cups Plates Saucers Bowls
 Other (list) _____

- F. Meals are to be provided by the contractor according to the menus developed by the sponsor. At minimum, the portion sizes must meet the required portion/serving sizes per age group as listed in Schedule D.

On the chart below, **insert the estimated number of children and or adults to be served vended meals on a daily basis.**

AGE GROUP		AVERAGE NUMBER OF MEALS PER DAY					
		Breakfast	AM Snack	Lunch	PM Snack	Supper	Evening Snack
Child (1-5yr.)	Toddlers (1 and 2 years of age)						
	Preschoolers (3 thru 5 years of age)						
Child (toddler + preschoolers) Total							
School-Age Children (6 thru 18 years of age) Total							
Adult	Adults (Adult Day Care participants)						
	Adults (program staff)						
Adult (ADC participants + Adults program staff)Total							
NOTE: Totals above to match number of meals listed in Section A, Price Schedule, Column C on page 2 of this contract							

- G. Meals are to be served (**insert: number of serving days**) _____ days a week.
- H. Contractor shall furnish meals as ordered by the sponsor during the period of (**insert: contract commencement date and contract expiration date**) _____
- I. All meals furnished must meet or exceed the minimum food specifications listed in Section C and the U.S. Department of Agriculture requirements set out in Schedule D, attached hereto and made a part hereof.

SECTION E: UNIT PRICE SCHEDULE INSTRUCTIONS

1. Bidders are asked to submit prices and total costs on page 2, Section A, number 8 Columns G & I for the specified meal type/age group which meet the food specifications set forth in Schedule C and the meal pattern requirements summarized in Schedule D for the quantities to be delivered to the sites stated in Schedule A or listed on page 2. See the example below.

EXAMPLE

Column A	Column B	Sponsor Complete Column C	Column D	Sponsor Complete Column E	Column F	Vendor Complete Column G	Column H	Vendor Complete Column I
Type of Meal	Age Group	Estimated Total Number of Meals per Day	X (Multiplied by)	Estimated Total No. Days to be Vended per Contract	X (Multiplied by)	Unit Price per Meal	= (Equals)	Estimated Total Meal Cost per Contract
Breakfast	Child (1-5 yr.)	95	X	254	X	\$ 0.90	=	\$ 21,717.00
Breakfast	School Age	20	X	59	X	\$ 1.00	=	\$ 1,180.00
Breakfast	Adult		X		X		=	\$
AM Snack	Child (1-5 yr.)		X		X		=	\$
AM Snack	School Age		X		X		=	\$
AM Snack	Adult		X		X		=	\$
Lunch	Child (1-5 yr.)	115	X	254	X	\$ 2.75	=	\$ 80,327.50
Lunch	School Age	30	X	59	X	\$ 3.00	=	\$ 5,310.00
Lunch	Adult		X		X		=	\$
PM Snack	Child (1-5 yr.)	125	X	254	X	\$ 0.65	=	\$ 20,637.50
PM Snack <i>UM</i>	School Age	30	X	254	X	\$ 0.75	=	\$ 5,715.00
PM Snack	Adult		X		X		=	\$
Supper	Child (1-5 yr.)	45	X	254	X	\$ 2.75	=	\$ 31,432.50
Supper	School Age	10	X	254	X	\$ 3.00	=	\$ 7,620.00
Supper	Adult		X		X		=	\$
Eve Snack	Child (1-5 yr.)		X		X		=	\$
Eve Snack	School Age		X		X		=	\$
Eve Snack	Adult		X		X		=	\$
Total Estimated Bid								\$ 173,939.50

(Child ages 1 – 5 yrs. based on meal pattern portion sizes for ages 3 – 5 yrs.)

- A. If unitized meals will be required, the sponsor must indicate so by placing "UM" for unitized meals by the meal type. (Column A).
 - B. Sponsor shall fill the estimated number of meals to be vended each day by meal type/age group during the contract period (Column C).
 - C. Sponsor shall fill in the estimated number of days meals will be vended during the contract period (Column E).
 - D. Bidder shall insert their unit price per meal for each meal type/age group need vended meals as indicated by sponsor (Column G).
 - E. Sponsor shall calculate total cost (Column I) by multiplying columns C x E x G = I
2. Requirements Contract: Unit Price Schedule
 - A. Bidder shall submit the bid on an "all or none" basis. Except as otherwise provided in the solicitation, if a contract is awarded as a result of this solicitation, it will bind the sponsor during the term of the contract to secure all of its needs from the successful bidder and such contract shall bind the bidder to perform all such work ordered by the sponsor at prices specified in the contract. Award will be made to a single responsive, responsible bidder on the basis of the lowest aggregate cost to the sponsor. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

- B. This is a requirement contract for the services specified in the schedule and for the period set forth therein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the sponsor's requirements for services set forth in schedule do not result in orders in the amounts or quantities described as "estimated" in the schedule, such event shall not constitute the basis for an equitable price adjustment under this contract.
- C. The sponsor may issue orders which provide for delivery to or performance at multiple destinations.
- D. The sponsor shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the bidder for services specified in the schedule will be dependent upon the needs and requirements of the sponsor.

3. Pricing

Pricing shall be based on the menus developed by the sponsor and listed in Schedule B. All bidders must submit bids on the same menu cycle provided by the sponsor. After the contract is awarded, deviation from this menu cycle shall be permitted only upon authorization of the sponsor. The Bid unit price per meal must include price of food (including special foods/diets), milk (if applicable), packaging, transportation/fuel, and all other related costs (e.g., condiments, utensils, etc.). There shall be no separate charge for transportation, fuel or delivery. The contractor shall bill the sponsor for creditable meals, snacks, or extra milks delivered at the unit prices listed on page 2, Section A, number 8, Column G of this contract.

- a. **Sponsor: Indicate billing period (weekly, bi-weekly or monthly):** _____
- b. **Sponsor: Indicate payment due date: Payment is due _____ days after receipt of invoice OR on the _____ (date) of each month.**
- c. **No increases in price over the original bid will be considered until _____ months after the effective date (commencement date listed on page 1, number 5) of this contract. Subsequent increases or decreases in price shall be determined by and/or allowed (list conditions):** _____

4. Evaluation of Bidders

Each bidder will be evaluated on the following factors:

- a. Ability to provide the kind of meals regarding meat/protein presentation and nutritional quality preferred by the sponsor.
- b. Financial capability to perform a contract of the scope required.
- c. Adequacy of plant facilities for food preparation, with approved registration/licensure that facilities meet all applicable State and local health, safety, and sanitation standards.
- d. Previous experience of the bidder in performing services similar in nature and scope.
- e. If geographic preference is applied to this contract, the bidder's agreement to meet sponsor's definition of geographic preference criteria for contract period.
- f. Other factors such as transportation capability, sanitation and packaging.

Bidders that do not satisfactorily meet the above criteria may be rejected as nonresponsive and not considered for award.

5. Unit Prices

The Unit Prices of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided and must include proper packaging as required in the specifications and any delivery cost to the designated sites. There shall be no separate charge for transportation, fuel or delivery. Unit prices shall include taxes but any charges or taxes which are required to be paid under future laws must be paid by the bidder at no additional charge to the sponsor.

6. Meal Orders

Sponsor will order meals on **(insert: day of week)** _____ of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each site and each type of meal.

The sponsor reserves the right to increase or decrease the daily number of meals ordered on a **(insert: number of hours)** _____ hour notice or less if mutually agreed upon between the parties to this contract.

7. Menu Cycle Change Procedure

Meals will be delivered on a daily basis in accordance with the menu cycle (cycle not to be less than 10 days) developed by the sponsor. Deviation from the delivery cycle shall be permitted only upon authorization of the sponsor. Menu changes may be made when mutually agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, he shall notify the sponsor immediately so substitutions can be agreed upon. The sponsor reserves the right to suggest menu changes within the contractor's suggested food cost periodically throughout the contract period.

8. Noncompliance

The sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. **The contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications.** The sponsor reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The sponsor or agency inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

9. Specifications

A. Packaging

1. Hot Meal Unit - Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of nontoxic material, and be capable of withstanding temperatures of 400 degrees (204 C) or higher.
2. Cold Meal Unit or Unnecessary to Heat - Container and overlay to be plastic or paper and nontoxic.
3. Cartons - Each carton to be labeled. Label to include:
 - a. Processor's name and address (plant)
 - b. Item identity, meal type
 - c. Date of production
 - d. Quantity of individual units per carton

B. Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

C. Food Specifications

Bids are to be based on the menu cycle (at least a 10 day cycle) developed by the Sponsor and listed in Schedule B. Menus must meet the meal pattern requirements regarding the food components and minimum portions specified by the U.S. Department of Agriculture for each meal as listed in Schedule D of this contract.

All foods must meet the minimum food specifications and quality standards as listed in Schedule C.

All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under a U.S. Department of Agriculture approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.

Product Specifications: Milk and milk products are defined as "...fluid types of pasteurized flavored or unflavored whole milk, or reduced fat (2%) milk, or low fat (1%) milk, or fat free (skim) milk, or cultured buttermilk which meet State and local standards for such milk. All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with State and local standards for such milk." Effective 10/1/2011, fluid milk served in CACFP to participants two years of age or older must be: fat-free or low-fat milk, fat-free or low-fat lactose reduced milk, fat-free or low-fat lactose free milk, fat-free or low-fat buttermilk, or fat-free or low-fat acidified milk. Milk may be flavored or unflavored. Whole milk and reduced-fat (2%) milk may not be served to participants over two years of age. Requirements relating to children under the age of two are unchanged at this time. Milk delivered hereunder shall conform to these specifications.

SECTION F: GENERAL CONDITIONS

1. Delivery Requirements

- A. Delivery shall be made by the contractor to each site in accordance with the order from the sponsor.
- B. The contractor will deliver the ordered meals as checked below or in a manner that is mutually agreed upon between the parties of this contract to each site as listed in Schedule A. **Sponsor check all that apply:**

Refrigerated truck(s)	_____
Insulated containers with ice (cold foods)	_____
Insulated containers without ice (hot foods)	_____
Heated units/ovens	_____

- C. **Delivery Preference of Sponsor:** The sponsor would like to have the bidder: (sponsor check):
 - _____ Deliver meals and have an employee of the bidder serve the meals
 - _____ Deliver meals and have an employee of the bidder be present while the meals are served by sponsor
 - _____ Deliver meals and not have an employee of the bidder be present while the meals are served by the sponsor
- D. Meals are to be daily delivered, unloaded, and placed in the designated site by the contractor's personnel at each of the locations and times listed in Schedule A.
- E. Meals delivered to outside-school-hours care centers shall be unitized unless the State agency determines that such unitization could impair food service operations.
- F. The contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.
- G. The sponsor reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A. Deletion or addition of sites will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting sites shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that site. Otherwise, there shall not any separate charge for transportation, fuel or delivery. All costs are to be included in the Unit Price.

2. Supervision and Inspection

The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging in addition to the quality of products.

3. Recordkeeping

- A. Delivery tickets must be prepared by the contractor at a minimum in triplicate: one for the contractor, one for the site personnel and one for the sponsor. For each site, delivery tickets must be itemized for each meal type to identify the food items delivered (including milk if applicable), the number of unitized meals delivered or the total amount of bulk food delivered, total number of meals delivered, serving size and date and time of delivery. Designees of the sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the sponsor only if signed by the sponsor's designee at the site.
- B. The contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims. Advance menus shall be submitted to the sponsor monthly. Food production records or food specifications shall be submitted to the sponsor upon request.
- C. The books and records of the contractor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State agency, representatives of the U.S. Department of Agriculture, the sponsor and the Comptroller General of the United States at any reasonable time and place.

4. Method of Payment

The contractor shall submit its itemized invoice(s) to the sponsor as specified on page 10 of Section E, number 3. Each invoice shall give a detailed breakdown of the number of meals and if applicable the amount of milk delivered at each site during the specified billing period. Payment will be made at the unit price specified in the contract. **No payment shall be made unless the required delivery receipts were provided by the contractor and were signed by the representative of the sponsor.**

The contractor shall be paid by the sponsor for all meals delivered in accordance with this contract and CACFP regulations. However, the Department of Agriculture nor the State agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the sponsor that are eligible or reimbursement.

5. Inspection of Facility

- A. The sponsor, the State agency and the U.S. Department of Agriculture reserve the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- B. The contractor's facilities shall be subject to periodic inspections by U.S.D.A., State and local health departments or any other agency designated to inspect meal quality for the State regarding food safety and meat/poultry inspection. This will be accomplished in accordance with U.S. Department of Agriculture regulations. The contractor must be in compliance with Chapter 918 of Ohio Revised Code and any applicable parts of 9 CFR parts 300-500 concerning meat/poultry inspection.
- C. The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

6. Insurance

The contractor shall maintain in force all insurance coverage required by the appropriate State or local licensing authority.

7. Availability of Funds

The sponsor shall have the option to cancel this contract if the Federal Government withdraws funds to support the Child and Adult Care Food Program. It is further understood that, in the event of cancellation of the contract, the sponsor shall be responsible for meals that have been assembled and delivered in accordance with this contract. It is permissible for the contract year to be any twelve-month period. **If the contract crosses fiscal years, federal funding under contract beyond the Child and Adult Care Food Program fiscal year is subject to availability of funds.**

8. Number of Meals and Delivery Times

The contractor must provide the quantity of meals ordered. Meals will be inspected and counted at all sites before meals are accepted by site personnel. Damaged or incomplete meals will not be included when the number of delivered meals is determined.

9. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the sponsor by telephone, text, email or in person of the following: (1) the impossibility of on-time delivery, (2) the circumstance(s) precluding delivery, and (3) a statement of whether or not succeeding deliveries will be affected. **Otherwise no payments will be made for deliveries that arrive later than the beginning of the meal service which is (insert beginning time of meal(s) to be vended):** _____

Emergency circumstances at the site precluding utilization of meals are the concern of the sponsor. The sponsor may cancel orders provided it gives the contractor at least 48 hours notice or time agreed upon by both parties. Adjustments for emergency situations affecting the vendor's ability to deliver meals, or sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and the sponsor.

10. Termination

- A. The sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor of specific instances of noncompliance in writing. In instances where the vendor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the sponsor shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damage incurred by the sponsor.
- B. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the sponsor that gratuities in the form of entertainment, gifts, etc. were offered or given by the contractor to any officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract, provided that the existence of the facts upon which the sponsor makes such findings shall be an issue and may be reviewed in any competent court.
- C. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled (1) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the vendor, and (2) as a penalty in addition to any other damages in an amount which shall not be less than three or more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- D. Both the contractor and the sponsor reserve the right to cancel this contract upon written notice for causes from conditions and circumstances beyond the reasonable control of the parties or, with mutual agreement, upon 30 days after written notice is delivered to either party by the other.
- E. The rights and remedies of the sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11. Subcontracts and Assignments

The contractor shall not subcontract for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the sponsor, his (her) contract or any interest therein.

In the event of any assignment, the contractor shall remain liable to the sponsor as principal for the performance of all his obligations under this contract.

SECTION G: GENERAL PROVISIONS

Equal Opportunity

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor [41 CFR ch. 60].)

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or training, including apprenticeship. The contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor (or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders).
- (f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protest the interests of the United States.

Clean Air and Water

(Applicable only if the contract exceeds \$150,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$150,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [42 USC 1857c-8(c)(1)] or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.

(a) The contractor agrees as follows:

- (1) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 USC 1857, et. seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 USC 1251, et. seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
- (2) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- (4) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).

(a) The terms used in this clause have the following meanings:

- (1) The term "Air Act" means the Clean Air Act, as amended (41 USC 1857 et. seq., as amended by Public Law 91-604).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 USC 1251 et. seq., as amended by Public Law 92-500).
- (3) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order No. 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 1857c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d) respectively of the Air Act [42 USC 1857 c-6(c)(d)], an approved implementation procedure under Section 112(d) of the Air Act [42 USC 1857c-7(d)].
- (4) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 USC 1342), or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 USC 1317).
- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Energy Policy and Conservation Act (P.L. 94-163)

The contractor shall meet mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**INVITATION FOR BID - SCHEDULE A
SITES TO BE VENDED - FY 2013**

(1 and 2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Site(s) Name, Address and Telephone Number	Authorized Designee at Site	Type of Meal(s)	Bulk or Unitized Delivery	Number of Meals	Holding Facilities (Yes/No)	Delivery Time(s) for Each Vended Meal	Beginning & Ending Dates of CACFP Operation at Site

MENU CYCLE DEVELOPED BY SPONSOR**Menu Requirements**

1. Sponsors are to include in the bid packet at least a 10 day cycle of menus for all meal types that are to be vended under this contract. Refer to page 2, Section A, number 8, or page 9 & 10, Section D: Scope of Services of this contract for vended meal types.
 - Menu cycle may be for a longer time period, for example a 4 week or 6 week cycle. Copy menu forms included in bid packet as needed.
2. Menus are to be planned to meet the scope of services as listed on page 9 & 10, Section D of this contract and summarized below:
 - A. Bulk or unitized
 - B. Meal preference regarding meat/protein food items: Plan menus that are in agreement with your selected meal preference choice on contract page 9, Scope of Services, Item B.
 - C. Inclusive or exclusive of milk delivery
 - D. Special foods/diets
 - E. Condiments and nonfood items
 - F. Meal types and number of meals per age group
 - G. Number of serving days per week
 - H. Contract commencement and expiration date
 - I. Meal Delivery Preference: Plan menus that are compatible with your selected meal delivery preference on page 12, General Conditions, item C.
3. Menus are to meet CACFP Meal Pattern requirements as listed in Schedule D for the meals to be vended under this contract.
4. **MENU FORMS:** The sponsor **MUST** use the appropriate CACFP prototype menu forms that are included in Schedule B (pages 21, 22 or 23).
 - These prototype menu forms already list the required minimum portion sizes
 - Each meal type needs to be listed separately on the menu form. That is lunch and supper (or AM, PM and Evening snacks) meals must be listed separately even though the menu might consist of the same or similar food items.
 - If you want items such as processed breaded meat products (that is: fish sticks, chicken or fish nuggets, chicken patties, fish patties, etc) to count for the meat and the bread requirement in the lunch or supper meal then indicate that you want the product to have a Child Nutrition Label by listing (CN) next to the item.
 - Be very specific and descriptive in specifying food items. For instance: list the type of cereal (Cherrios), the kind of juice (orange), the type of fruit (bananas), the type of veggies (celery sticks). For any meat item that is to be served as a sandwich, don't forget to list the bun. For instance, list hamburger pattie and bun instead of just saying hamburger.
 - Be sure to list any extra food items to be provided including condiments needed for the meal.
 - If milk is excluded from your bid (see page 9, Scope of Services, C) then do not list it on your menu.
 - CACFP prototype menu forms are to be copied as needed.

Ohio CACFP Weekly Menu for Children (5-Day) – Developed by Sponsor

Type	Component	Minimum Serving							
		1 & 2 years	3 - 5 years	6 - 18 years	Mon.	Tues.	Wed.	Thurs.	Fri.
Breakfast	Milk, fluid	1/2 cup	3/4 cup	1 cup					
	Juice, fruit or vegetable	1/4 cup	1/2 cup	1/2 cup					
	Grains/Breads Dry cereal	1/2 slice 1/4 cup or 1/3 oz.	1/2 slice 1/3 cup or 1/2oz.	1 slice 3/4 cup or 1 oz.					
	Other Extra Food Items								
AM Snack (serve 2 food components)	Milk, fluid	1/2 cup	1/2 cup	1 cup					
	Juice, fruit or vegetable	1/2 cup	1/2 cup	3/4 cup					
	Grains/Breads/ Dry Cereal	1/2 slice 1/4 cup	1/2 slice 1/3 cup	1 slice 3/4 cup					
	Meat or meat alternate	1/2 oz.	1/2 oz.	1 oz.					
Lunch	Meat or meat alternate	1 oz.	1-1/2 oz.	2 oz.					
	Grains/Breads Pasta/Noodles	1/2 slice 1/4 cup	1/2 slice 1/4 cup	1 slice 1/2 cup					
	Fruit and/or vegetable and/or juice (to total 2 or more)	1/4 cup total	1/2 cup total	3/4 cup total					
	Milk, fluid	1/2 cup	3/4 cup	1 cup					
	Other Extra Food Items								

For more information on additional food components and amounts, please refer to Ohio CACFP Child Care Meal Pattern Chart.

Ohio CACFP Weekly Menu for Children (5-Day) – Developed by Sponsor

Type	Component	Minimum Serving			Mon.	Tues.	Wed.	Thurs.	Fri.
PM Snack <small>(serve 2 food components)</small>		1 & 2 years	3 - 5 years	6 - 18 years					
	Milk, fluid	1/2 cup	1/2 cup	1 cup					
	Juice, fruit or vegetable	1/2 cup	1/2 cup	3/4 cup					
	Grains/Breads/ Dry Cereal	1/2 slice 1/4 cup	1/2 slice 1/3 cup	1 slice 3/4 cup					
	Meat or meat alternate	1/2 oz.	1/2 oz.	1 oz.					
Supper	Meat or meat alternate	1 oz.	1-1/2 oz.	2 oz.					
	Grains/Breads Pasta/Noodles	1/2 slice 1/4 cup	1/2 slice 1/4 cup	1 slice 1/2 cup					
	Fruit and/or vegetable and/or juice (to total 2 or more)	1/4 cup total	1/2 cup total	3/4 cup total					
	Milk, fluid	1/2 cup	3/4 cup	1 cup					
	Other Extra Food Items								
Evening Snack <small>(serve 2 food components)</small>	Milk, fluid	1/2 cup	1/2 cup	1 cup					
	Juice, fruit or vegetable	1/2 cup	1/2 cup	3/4 cup					
	Grains/Breads Dry cereal	1/2 slice 1/4 cup	1/2 slice 1/3 cup	1 slice 3/4 cup					
	Meat or meat alternate	1/2 oz.	1/2 oz.	1 oz.					

For more information on additional food components and amounts, please refer to Ohio CACFP Child Care Meal Pattern Chart.

Ohio CACFP: MENU FORM FOR ADULT DAY CARE CENTERS – Developed by Sponsor

SCHEDULE B

Meal Types/Components	Adult Portion	Monday Date:	Tuesday Date:	Wednesday Date:	Thursday Date:	Friday Date:
Breakfast						
Milk, Fluid	1 cup					
Fruit or Vegetable or Full-strength Juice	½ cup					
Bread or Bread Alternate Two servings to total 2 ounces or The equivalent of 2 slices of bread	2 slices or 2 ounces					
AM Snacks (two different food groups)						
Milk, Fluid	1 cup					
Fruit or Vegetable or Full-strength Juice	½ cup					
Bread or Bread Alternate	1 slice/1 oz.					
Meat or Meat Alternates	1 oz.					
Lunch/Supper						
Milk, Fluid	1 cup					
Fruit or Vegetable or Full-strength Juice Two servings to total 1 cup of fruit, Vegetable or juice	1 cup					
Bread or Bread Alternate Two servings to total 2 ounces or the equivalent of 2 slices of bread	2 slices or 2 ounces					
Meat or Meat Alternates Lean meat, poultry, fish, cheese, beans, eggs or peanut butter	2 oz.					
PM Snacks (two different food groups)						
Milk, Fluid	1 cup					
Fruit or Vegetable or Full-strength Juice	½ cup					
Bread or Bread Alternate	1 slice/1 oz.					
Meat or Meat Alternates	1 oz.					

Ohio Department of Education – Office for Child Nutrition
Child and Adult Care Food Program

VENDING FOOD SPECIFICATIONS

All foods used shall be in conformance with CACFP guidelines for menu planning and the following minimum specifications:

MEATS: Only those meats or meat products which are slaughtered, processed and manufactured in plants participating in the U.S. Department of Agriculture inspection program can be used. Meats and meat products must bear the appropriate inspection seals. All meat and meat products must be sound, sanitary and free of objectionable odors and signs of deterioration on delivery. Meats that are dry heat cooked, use USDA Choice Grade. Meats cooked with moist heat, use USDA Good Grade or better.

GROUND BEEF/PORK: Maximum 26% fat content.

PROCESSED MEATS: Processed meats such as frankfurters, bologna, knockwurst and Vienna sausage that are all meat or have alternate protein products as the only added binder/extender.

PRE-PORTIONED MEAT ENTREES: Commercially prepared products such as breaded chicken or fish, meatballs or patties, etc. must have a Child Nutrition (CN) label indicating that the product has been reviewed by the USDA Child Nutrition Labeling Program and that its contribution to the meal pattern requirements has been determined OR a product analysis sheet signed by an official of the manufacturer stating the amount of cooked lean meat/meat alternate in the product per serving is on file and available upon request.

POULTRY AND SEAFOOD: When served as whole pieces, must be U.S. Grade A.

MILK: Pasteurized, homogenized fluid milk; can be whole, reduced-fat (2%), low-fat (1%), fat-free (skim), flavored or cultured buttermilk. All milk is to contain vitamin A and D at the levels specified by the Food and Drug Administration and consistent with State and local standards for such milk. Effective 10/1/2011, fluid milk served in CACFP to participants two years of age or older must be: fat-free or low-fat milk, fat-free or low-fat lactose reduced milk, fat-free or low-fat lactose free milk, fat-free or low-fat buttermilk, or fat-free or low-fat acidified milk. Milk may be flavored or unflavored. Whole milk and reduced-fat (2%) milk may not be served to participants over two years of age. Requirements relating to children under the age of two are unchanged at this time.

CHEESE: U.S. Grade A.

EGGS: U.S. Grade A. All eggs must be free from cracks. Dried, liquid or frozen eggs shall be pasteurized.

FRUITS AND VEGETABLES: Fresh produce should be of good quality (U.S. No. 1) relatively free of bruises and defects. Commercially canned fruits packed in its own juice, water, juice or light syrup and be U.S. Grade B (Choice) or better. Canned juices shall be 100% juice, U.S. Grade A. Commercially canned or frozen vegetables, U.S. Grade B (Choice) or better.

GRAINS/BREADS: Grains/breads are creditable when the products are whole grain, bran, germ or enriched or made with whole grain, bran, germ and/or enriched meal or flour. If it is a cereal, the product must be whole grain, bran, germ, enriched, or fortified. If the product is enriched, the item must meet the Food and Drug Administration's Standards of Identity for enriched bread, macaroni and noodle products, rice, cornmeal or corn grits. The grains/breads item must contain enriched flour, bran, germ and/or whole grain as specified on the label or according to the recipe or must be enriched in preparation or processing and labeled "enriched."

NOTE: All foods provided to fill the CACFP meal pattern food component requirements must meet Program standards as set forth in USDA guidance and "WHAT'S IN A MEAL?" a resource manual for the CACFP, and any additions or amendments thereto.

**Ohio Department of Education - Office of Child Nutrition Services
Child and Adult Care Food Program**

ALTERNATE PROTEIN PRODUCTS

- A. What are the criteria for alternate protein products used in the Child and Adult Care Food Program?*
1. An alternate protein product used in meals planned under the provisions in CFR §226.20 must meet all of the criteria in this section.
 2. An alternate protein product whether used alone or in combination with meat or meat alternate must meet the following criteria:
 - a. The alternate protein product must be processed so that some portion of the non-protein constituents of the food is removed. These alternate protein products must be safe and suitable edible products produced from plant or animal sources.
 - b. The biological quality of the protein in the alternate protein product must be at least 80 percent that of casein, determined by performing a Protein Digestibility Corrected Amino Acid Score (PDCAAS).
 - c. The alternate protein product must contain at least 18 percent protein by weight when fully hydrated or formulated. ("When hydrated or formulated" refers to a dry alternate protein product and the amount of water, fat, oil, colors, flavors or any other substances which have been added).
 - d. Manufacturers supplying an alternate protein product to participating schools or institutions must provide documentation that the product meets the criteria in paragraphs A.2. through c of this appendix.
 - e. Manufacturers should provide information on the percent protein contained in the dry alternate protein product and on an as prepared basis.
 - f. For an alternate protein product mix, manufacturers should provide information on:
 - (1) The amount by weight of dry alternate protein product in the package;
 - (2) Hydration instructions; and
 - (3) Instructions on how to combine the mix with meat or other meat alternates.
- B. How are alternate protein products used in the Child and Adult Care Food Program?*
1. Schools, institutions, and service institutions may use alternate protein products to fulfill all or part of the meat/meat alternate component discussed in §226.20.
 2. The following terms and conditions apply:
 - a. The alternate protein product may be used alone or in combination with other food ingredients. Examples of combination items are beef patties, beef crumbles, pizza topping, meat loaf, meat sauce, taco filling, burritos, and tuna salad.
 - b. Alternate protein products may be used in the dry form (nonhydrated) partially hydrated or fully hydrated form. The moisture content of the fully hydrated alternate protein product (if prepared from a dry concentrated form) must be such that the mixture will have a minimum of 18 percent protein by weight or equivalent amount for the dry or partially hydrated form (based on the level that would be provided if the product were fully hydrated).
- C. How are commercially prepared products used in the Child and Adult Care Food Program?*
- Schools, institutions, and service institutions may use a commercially prepared meat or meat alternate products combined with alternate protein products or use a commercially prepared product that contains only alternate protein products.

Source: Federal Register, Vol. 65, No. 47, March 9, 2000; Appendix A to Part 226 of USDA FNS

SCHEDULE D

CACFP BREAKFAST MEAL PATTERN FOR CHILDREN (1 through 12 years of age) AND ADULT DAY CARE				
Select all three food components for a reimbursable meal				
Food Components	Age 1 and 2	Age 3 through 5	Age 6 through 12¹	Adult Participants
MILK Milk, fluid: Must be fat-free (skim) or low-fat (1%) for participants 2 years of age and older	½ cup ²	¾ cup	1 cup	1 cup ²
VEGETABLES AND FRUIT Vegetable(s) and/or fruit(s) or Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s), and juice	¼ cup ¼ cup	½ cup ½ cup	½ cup ½ cup	½ cup ½ cup
BREAD AND BREAD ALTERNATES³ Bread or Cornbread, biscuits, rolls, muffins, etc. ⁴ or Cold dry cereal ⁵ Cooked cereal or Cooked pasta or noodle products or Cooked cereal grains or an equivalent quantity of any combination of bread/bread alternates	½ slice ½ serving ¼ cup or ⅓ ounce ¼ cup ¼ cup ¼ cup	½ slice ½ serving ⅓ cup or ½ ounce ¼ cup ¼ cup ¼ cup	1 slice 1 serving ¾ cup or 1 ounce ½ cup ½ cup ½ cup	2 slices (servings) 2 servings 1 ½ cups or 2 ounces 1 cup 1 cup 1 cup

¹ Children age 12 and up may be served adult-size portions based on the greater food needs of older boys and girls, but shall be served not less than the minimum quantities specified in this section for children age 6 up to 12.

² For purposes of the requirements outlined in this subsection, a cup means a standard measuring cup.

³ Bread, pasta or noodle products, and cereal grains shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc. shall be made with whole-grain or enriched meal or flour; cereal shall be whole-grain or enriched or fortified.

⁴ Serving size and equivalents to be published in guidance materials by FNS.

⁵ Either volume (cup) or weight (ounce), whichever is less.

9/2012

CACFP LUNCH MEAL PATTERN

FOR CHILDREN (1 through 12 years of age) AND ADULT DAY CARE

Select all four food components for a reimbursable meal

Food Components	Age 1 and 2	Age 3 through 5	Age 6 through 12 ¹	Adult Participants
MILK Milk, fluid: Must be fat-free (skim) or low-fat (1%) for participants 2 years of age and older	½ cup ²	¾ cup	1 cup	1 cup ²
VEGETABLES AND FRUIT (total to equal 2 different food items) Vegetable(s) and/or fruit(s)	¼ cup total	½ cup total	¾ cup total	1 cup total
BREAD AND BREAD ALTERNATES⁴ Bread or Cornbread, biscuits, rolls, muffins, etc. ⁴ or Cooked pasta or noodle products or Cooked cereal grains or an equivalent quantity of any combination of bread/bread alternate	½ slice ½ serving ¼ cup ¼ cup	½ slice ½ serving ¼ cup ¼ cup	1 slice 1 serving ½ cup ½ cup	2 slices (servings) 2 servings 1 cup 1 cup
MEAT AND MEAT ALTERNATES Lean meat or poultry or fish ⁶ or Alternate protein products ⁷ or Cheese or Egg (large) or Cooked dry beans or peas or Peanut butter or soynut butter or other nut or seed butters or Peanuts or soynuts or tree nuts or seeds ⁸ or Yogurt, plain or flavored, unsweetened or sweetened, or an equivalent quantity of any combination of meat/meat alternates	1 ounce 1 ounce 1 ounce ½ ¼ cup 2 table- spoons ½ ounce ⁹ = 50%	1½ ounce 1½ ounce 1½ ounce ¾ ⅜ cup 3 table-spoons ¾ ounce ⁹ = 50%	2 ounces 2 ounces 2 ounces 1 ½ cup 4 table-spoons 1 ounce ⁹ = 50%	2 ounces 2 ounces 2 ounces 1 ½ cup 4 table- spoons 1 ounce ⁹ = 50%

¹ Children age 12 and up may be served adult-size portions based on the greater food needs of older boys and girls, but shall be served not less than the minimum quantities specified in this section for children age 6 up to 12.

² For purposes of the requirements outlined in this subsection, a cup means a standard measuring cup.

³ Bread, pasta or noodle products, and cereal grains shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc. shall be made with whole-grain or enriched meal or flour; cereal shall be whole-grain or enriched or fortified.

⁴ Serving size and equivalents to be published in guidance materials by FNS.

⁵ Either volume (cup) or weight (ounce), whichever is less.

⁶ Edible portion as served.

⁷ Must meet the requirements in Appendix A of this part.

⁸ One-half egg meets the required minimum amount (one ounce or less) of meat alternate.

⁹ Tree nuts and seeds that may be used as meat alternates are listed in program guidance.

CACFP SUPPER MEAL PATTERN

FOR CHILDREN (1 through 12 years of age) AND ADULT DAY CARE

Select all four food components for a reimbursable meal

Food Components	Age 1 and 2	Age 3 through 5	Age 6 through 12 ¹	Adult Participants
MILK Milk, fluid: Must be fat-free (skim) or low-fat (1%) for participants 2 years of age and older	½ cup ²	¾ cup	1 cup	None
VEGETABLES AND FRUIT³ (total to equal 2 different food items) Vegetable(s) and/or fruit(s)	¼ cup total	½ cup total	¾ cup total	1 cup total
BREAD AND BREAD ALTERNATES⁴ Bread or Cornbread, biscuits, rolls, muffins, etc. ⁵ or Cooked pasta or noodle products or Cooked cereal grains or an equivalent quantity of any combination of bread/bread alternate	½ slice ½ serving ¼ cup ¼ cup	½ slice ½ serving ¼ cup ¼ cup	1 slice 1 serving ½ cup ½ cup	2 slices (servings) ⁵ 2 servings 1 cup 1 cup
MEAT AND MEAT ALTERNATES Lean meat or poultry or fish ⁶ or Alternate protein products ⁷ or Cheese or Egg (large) or Cooked dry beans or peas or Peanut butter or soynut butter or other nut or seed butters or Peanuts or soynuts or tree nuts or seeds ⁸ or Yogurt, plain or flavored, unsweetened or sweetened, or an equivalent quantity of any combination of meat/meat alternates	1 ounce 1 ounce 1 ounce ½ ¼ cup 2 table- spoons ½ ounce ⁹ = 50% 4 ounces or ½ cup	1½ ounce 1½ ounce 1½ ounce ¾ ⅜ cup 3 table-spoons ¾ ounce ⁹ = 50% 6 ounces or ¾ cup	2 ounces 2 ounces 2 ounces 1 ½ cup 4 table- spoons 1 ounce ⁹ = 50% 8 ounces or 1 cup	2 ounces 2 ounces 2 ounces 1 ½ cup 4 table- spoons 1 ounce ⁹ = 50% 8 ounces or 1 cup

¹ Children age 12 and up may be served adult-size portions based on the greater food needs of older boys and girls, but shall be served not less than the minimum quantities specified in this section for children age 6 up to 12.

² For purposes of the requirements outlined in this subsection, a cup means a standard measuring cup.

³ Bread, pasta or noodle products, and cereal grains shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc. shall be made with whole-grain or enriched meal or flour; cereal shall be whole-grain or enriched or fortified.

⁴ Serving size and equivalents to be published in guidance materials by FNS.

⁵ Either volume (cup) or weight (ounce), whichever is less.

⁶ Edible portion as served.

⁷ Must meet the requirements in Appendix A of this part.

⁸ One-half egg meets the required minimum amount (one ounce or less) of meat alternate.

⁹ Tree nuts and seeds that may be used as meat alternates are listed in program guidance.

CACFP SNACK MEAL PATTERN

FOR CHILDREN (1 through 12 years of age) AND ADULT DAY CARE

Select two of the four food components for a reimbursable snack

For children, juice may not be served when milk is served as the only other component.

Food Components	Age 1 and 2	Age 3 through 5	Age 6 through 12 ¹	Adult Participants
MILK Milk, fluid: Must be fat-free (skim) or low-fat (1%) for participants 2 years of age and over	½ cup ²	½ cup	1 cup	1 cup
VEGETABLES AND FRUIT Vegetable(s) and/or fruit(s) or Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s), and juice	½ cup ½ cup	½ cup ½ cup	¾ cup ¾ cup	½ cup ½ cup
BREAD AND BREAD ALTERNATES³ Bread or Cornbread, biscuits, rolls, muffins, etc. ⁴ or Cold dry cereal ⁵ Cooked pasta or noodle products or Cooked cereal or grains or an equivalent quantity of any combination of bread/bread alternates	½ slice ½ serving ¼ cup or ⅓ ounce ¼ cup ¼ cup	½ slice ½ serving ⅓ cup or ½ ounce ¼ cup ¼ cup	1 slice 1 serving ¾ cup or 1 ounce ½ cup ½ cup	1 slice (serving) 1 serving ¾ cup or 1 ounce ½ cup ½ cup
MEAT AND MEAT ALTERNATES Lean meat or poultry or fish ⁶ or Alternate protein products ⁷ or Cheese or Egg (large) ⁸ or Cooked dry beans or peas or Peanut butter or soynut butter or other nut or seed butters or Peanuts or soynuts or tree nuts or seeds ⁹ or Yogurt, plain or flavored, unsweetened or sweetened, or an equivalent quantity of any combination of meat/meat alternates	½ ounce ½ ounce ½ ounce ½ egg ⅓ cup 1 table- spoon ½ ounce 2 ounces or ¼ cup	½ ounce ½ ounce ½ ounce ½ egg ⅓ cup 1 table- spoon ½ ounce 2 ounces or ¼ cup	1 ounce 1 ounce 1 ounce ½ egg ¼ cup 2 table- spoons 1 ounce 4 ounces or ½ cup	1 ounce 1 ounce 1 ounce ½ egg ¼ cup 2 table- spoons 1 ounce 4 ounces or ½ cup

¹ Children age 12 and up may be served adult-size portions based on the greater food needs of older boys and girls, but shall be served not less than the minimum quantities specified in this section for children age 6 up to 12.

² For purposes of the requirements outlined in this subsection, a cup means a standard measuring cup.

³ Bread, pasta or noodle products, and cereal grains shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc. shall be made with whole-grain or enriched meal or flour; cereal shall be whole-grain or enriched or fortified.

⁴ Serving size and equivalents to be published in guidance materials by FNS.

⁵ Either volume (cup) or weight (ounce), whichever is less.

⁶ Edible portion as served.

⁷ Must meet the requirements in Appendix A of this part.

⁸ One-half egg meets the required minimum amount (one ounce or less) of meat alternate.

⁹ Tree nuts and seeds that may be used as meat alternates are listed in program guidance.

SCHEDULE E
Ohio Department of Education - Office for Child Nutrition
Child and Adult Care Food Program

2013

INVITATION FOR BID RENEWAL CONTRACT

The _____ (hereinafter "Sponsor")
 (Sponsoring Agency)

and _____ (hereinafter "FSMC")
 (Food Service Management Company)

mutually agree to:

(A) Renew the current Food Service Contract (hereinafter "Contract") that expires on: _____
 (mo./day/yr.)

(B) The Contract shall be renewed for a period of one year beginning on _____ (mo./day/yr.) and ending on _____ (mo./day/yr.), with the first day of food service being _____ (mo./day/yr.). All terms and conditions of the Contract as amended herein shall remain in full force and effect for the duration of this renewal.

(C) The original Invitation For Bid Contract was first completed in fiscal year 2009, 2010, 2011, 2012 (circle one). After the original bid year, the contract can be renewed at a maximum of four one-year periods. This renewal contract for fiscal year 2013 is the 1st, 2nd, 3rd, 4th (circle one) year of renewal of the Invitation for Bid Contract.

(D) The following site(s) will be provided food service under this contract: (attach additional page if necessary) _____

1. FINANCIAL TERMS

It is recommended that any re-negotiation of price charged to the sponsor cannot exceed the Consumer Price Index for all Urban Consumers (CPI-U), U.S. base, for food away from home, as computed and published by the U.S. Department of Labor, for the most recent twelve-month period for which CPI data are available.

For the chart below, insert the Unit Price for each Meal Type Vended:

	CONTRACT FOR 2012		RENEWAL CONTRACT FOR 2013	
	PARTICIPANTS	ADULTS (program staff)	PARTICIPANTS	ADULTS (program staff)
Breakfast	\$ _____	\$ _____	\$ _____	\$ _____
Lunch	\$ _____	\$ _____	\$ _____	\$ _____
Snack	\$ _____	\$ _____	\$ _____	\$ _____
Supper	\$ _____	\$ _____	\$ _____	\$ _____
Extra Milk	\$ _____	\$ _____	\$ _____	\$ _____

a. No increases in price of this renewal contract will be considered until _____ months after the effective beginning date as listed in item B above. Subsequent increases or decrease in price shall be determined by and/or allowed (list conditions): _____

2. ATTACHMENTS

The FSMC must submit with this Renewal Contract the following attachments:

- a. copy of vendor's current Food Service License if they have one (not required)
- b. copy of vendor's current Ohio Department of Agriculture's Food Safety Registration and/or Meat/Poultry Inspection License

3. ADULT DAY CARE

Does FSMC receive Title III-C funds (Older American Act – Nutrition Program) for meals provided in this contract?

yes no

4. APPROVAL

This Renewal Contract is subject to approval by the Ohio Department of Education, Office for Child Nutrition, Child and Adult Care Food Program.

5. NONDISCRIMINATION

The vendor is advised that a complaint can be filed with USDA if he or she believes there was discrimination by the State or institution in the contracting process. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write to USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (866)632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800)877-8339; or (800)845-6136 (Spanish). USDA is an equal opportunity provider and employer.

6. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Contract as of the date indicated below. The individual signing as the authorized representative is deemed to have authorization to bind the agency to legal and binding agreements.

SPONSORING AGENCY

FOOD SERVICE MANAGEMENT COMPANY

Signature of Authorized Representative

Signature of Authorized Representative

Print Name of Authorized Representative

Print Name of Authorized Representative

_____ _____
Title Date

_____ _____
Title Date

Address

Address

City, State, Zip

City, State, Zip

Telephone

Telephone

Fax

Fax

NOTE: A. Complete in triplicate and distribute accordingly:

- 1.) Original to be kept by Sponsor
- 2.) One copy to FSMC
- 3.) One copy to State Agency

B. Renewal Contract is to be kept on file with the full Invitation For Bid Contract

CACFP 9/2012